

Exhibit “A”

**COMMUNITY DEVELOPMENT  
BLOCK GRANT PUBLIC  
SERVICE AGENCY FUNDING  
POLICY**

**CITY OF BRYAN**



*Updated November 2022*

**CITY OF BRYAN  
COMMUNITY DEVELOPMENT  
BLOCK GRANT  
PUBLIC SERVICE AGENCY FUNDING PROGRAM**

**Introduction**

This policy incorporates overall direction for providing Community Development Block Grant (CDBG) Public Service Agency (PSA) funds to nonprofit and public agencies providing direct services to low to moderate income, eligible recipients. The policy replaces all previous policies adopted by the City of Bryan (“City”) regarding the disbursement of CDBG PSA funds except as specifically noted in this policy. The proposed policy has been divided into four sections:

- Section 1: General Policy Statement
- Section 2: Annual Program PSA Funding Summary
- Section 3: PSA Program Compliance
- Section 4: Required Forms

## **Section 1:      General Policy Statement**

### **1.01    Policy Statement**

The Public Services provisions of the Community Development Block Grant (CDBG) are implemented in the Code of Federal Regulations at 24 CFR 570.201, and requires that CDBG Public Services funds be used for specific purposes, and sets a maximum amount.

- First, the program activity must be either a new service or a quantifiable increase in the level of an existing service.
- Second, the amount of CDBG funds used for public services shall not exceed 15 percent of each grant.
- Also, the public service must primarily benefit low to moderate income persons (51% of the recipients must be low or moderate income who are residents of the City of Bryan); or
- The public service must benefit 51% of City of Bryan residents who are presumed to be low to moderate income persons, 51% of whom are: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.
- Additionally, 24 CFR 570.309 states that, "CDBG funds may assist an activity outside the jurisdiction of the grantee only if the grantee determines that such an activity is necessary to further the purposes of the Act and the recipient's community development objectives, and that reasonable benefits from the activity will accrue to residents within the jurisdiction of the grantee. The grantee shall document the basis for such determination prior to providing CDBG funds for the activity."

**Section 2: Annual CDBG Public Service Agency Program Funding Summary**

**2.01 Annual Program CDBG Public Service Funding Process**

Up to fifteen percent of the Community Development Block Grant may be awarded to Public Service Agencies. Funding recommendations will be made by an internal staff committee of the City of Bryan, utilizing the scoring methods in this policy, with concurrence by the Community Development Advisory Committee and subject to the approval of the City Council of the City of Bryan by adoption of the Annual Action Plan.

- A. A Request for Proposals (RFP) will be issued via the BrazosBid website: <https://brazosbid.ionwave.net/> , or as may be updated from time to time. RFP issuance is anticipated in late January or early February, with a due date within thirty (30) days.
- B. Responses will be due Funding requests will be reviewed and scored by the staff committee as part of the City’s Annual Action Plan process. The staff committee shall consist of: The Community Development Department Manager, Assistant Manager, and Financial Analyst, the Deputy City Manager, and Finance Director. Recommended awardees and non-awardees will be notified after the Community Development Advisory Committee meeting in May, or as soon thereafter as feasible.
- C. The staff committee will provide recommendations for funding for a maximum of four (4) agencies of up to \$40,000 per agency to the Community Development Advisory Committee, which, upon concurrence, will recommend the agencies for funding in the Annual Action Plan (AAP) to the City Council.
- D. The City Council will be the final approval authority for funding, including a decision to forgo funding, for any prospective awardee through this process, and will approve public service funding through the City’s adopted Annual Action Plan.

**2.02 CDBG Public Service Agency Application Scoring Criteria**

The staff review committee will rank applicants using the following criteria:

- A. Agency Information (10 points) – Completeness of information, correlation of Agency mission and proposed program. Demonstrated capacity to implement and complete the program. Qualifications and experience of staff.
- B. Program Information (40 points) – Program justification for a new program or increased service level. Relation to the 5-Year Consolidated Plan. Ability to meet program implementation timeline. Does not duplicate existing, similar programs by other Agencies. Does not utilize CDBG funding from any other source for the proposed program. Measurable results. Likelihood that program will develop funding other than CDBG to continue in the future. Recordkeeping and monitoring compliance history if previously CDBG-funded.
- C. Financial Capacity (25 points) – Demonstrated capacity to apply for non-CDBG funding. Leveraging of resources. Accuracy of projections for revenue and expenses. Thorough and detailed financial statements and IRS returns. Audit compliance. Efficient use of funds. Likelihood of ongoing operations. Evidence of existing insurance coverage which meets minimum contract requirements.

- D. Responsiveness (25 points) – Responsiveness to questions and requests from committee, and completeness of information provided in response to the RFP.

### **2.03 CDBG Public Service Agency Program Contracts**

Contracts will be required for all CDBG Public Service Agency Recipients who are allocated funds by the City Council. Contracts will be reviewed by the City Attorney and submitted to City Manager for final approval, and will include all reporting and monitoring requirements included in this policy. Funding contracts will be provided after council approval of the AAP, with an effective date of October 1<sup>st</sup>.

### **2.04 Reports and Recordkeeping**

Reports: The following reports shall be required of all CDBG Public Service Agency Program Recipients:

- A. RFP Response Documents via Brazosbid website
- B. Personnel Form
- C. Income Statement (provided quarterly);
- D. Expense reports that describe specifically how CDBG funds are being utilized, along with supporting documents - receipts, payroll records, and employee time sheets, along with the Reimbursement Request Report (quarterly);
- E. A narrative of program activities for the organization (quarterly);
- F. Client Activity Report
- G. Fund Raising Activity Report
- H. Year End Report (client cumulative data, expenses, revenues, leveraging, type of assistance provided, and program evaluation report
- I. An annual budget for the organization; and
- J. Any other indicators of service levels and performance measures determined to be necessary by the City Manager or his designee or the City Council.

Recordkeeping: The City will monitor CDBG Public Service Recipients to ensure City funds are used in compliance with contract language, federal regulations, and statutory requirements. All reports shall be submitted using the forms approved by the City Council in this policy as Section 4. Any proposed changes to the reports required shall be approved or rejected by the City during the funding process.

- A. Funding for each agency will be allocated annually in the adopted Annual Action Plan and Budget by the City Council, and will be available on a quarterly reimbursement basis, effective beginning on the contract effective date, or October 1, whichever is later.
- B. Continued funding is contingent on the timely submission of all completed quarterly reports

that meet the requirements of this policy and the contract between the City and the recipient. Compliance with the requirements shall be determined by the City Manager or his designee.

- C. Organizations that receive funds from CDBG Public Service Funding will meet the requirements listed in federal law regarding the proper reporting and accounting of CDBG funds as specified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, now in effect, and as may be amended from time to time. Recipients shall have an audit made in accordance with the requirements set forth in OMB Circular Title 2 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards Chapter I and II, Parts 200.501 in order to meet those requirements. Any recipient receiving over \$750,000 federal dollars annually will provide a financial audit within three (3) months of the ending of their fiscal year.
  
- D. The City and the U.S. Department of Housing and Urban Development, or its representative will be allowed access to the recipient's financial records, books, papers, reports, files, or accounts during the term of the contract or up to five (5) years thereafter.

### **Section 3:     **PSA Program Compliance****

#### **3.01     Technical Assistance and Monitoring**

- A. Technical Assistance: The technical assistance process provides the sub-recipient Agency with a thorough understanding of the requirements of the grant and funding contract. This process may include pre- and post- award workshops in a group setting with all awardees, individual sessions, or may coincide with monitoring reviews. Technical assistance may include guidance regarding contract terms, monitoring requirements, reporting, and close out. Staff uses internal and external monitoring tools:
  - a. Internal tools – financial management summary, financial review tool, on site intake monitoring tool, 2 CFR 200/OMB Circulars, and HUD regulations.
  - b. External tools – monitoring memo, on site monitoring form, annual income limits form, sample close out letter, Section 504 form, service area memo, presumed benefit memo, contract, reporting forms, and annual intake forms.
  
- B. Monitoring: Staff provides administrative and financial oversight, policy review, and technical assistance for Agency sub-recipients as necessary during the on-site monitoring, quarterly desk monitoring, and at year-end closeout. These reviews include review of required reports, forms, and source documentation. Also, reviews of control processes, including internal controls, budget controls, accounting controls, administrative controls, cost allocation controls, and procurement policies/procedures are performed. All applicable required Agency written policies may be reviewed to ensure compliance with CDBG requirements, including conflict of interest, drug free policy, records retention, inventory, anti-lobbying, religious, and organizational policies, procedures, volunteer manual, and board information. A review of the most recent audit is performed during proposal process, at on-site monitoring, and year-end. Reviews are performed on any potential program income, and time sheet/time activity reports for staff reimbursement requests.

#### **3.02     Client Eligibility and Verification of Income**

- A. At least fifty-one percent (51%) of Agency’s clientele must be residents of the City of Bryan, with household family income which does not exceed the 80% of the Area Median Income, as defined by 24 CFR § 5.609, under the current HUD-published income limits, or as may be updated by HUD during the term of this agreement, upon notice from City. Agency may use the following documents for verification: a) W-2 Forms, b) IRS 1040 Forms, c) pay check stubs, or d) other forms of income documentation from a third party that verifies employment or benefits received.
  
- B. The Agency may accept, as a substitute to verification by Agency directly, documentation provided from a third party provider that has verified the client’s eligibility for other public assistance programs including TANF, SSI, Food Stamps, Low-Income Energy Assistance, Title XX General Assistance, Public Housing, Section 8 Rental Assistance, JTPA or similar income tested programs having the income qualification criteria at least as restrictive as that used under the Section 8 low-income limit established by HUD.
  
- C. The Agency may accept a notice that the assisted person is a referral from a state government or department, county government or department, local government or department, or from any other entity if the government, department, or entity agrees to verify that individuals it refers are low and moderate income persons based on HUD’s criteria and agrees to maintain documentation supporting these determinations.
  
- D. It is an exception to this requirement if the Agency’s activities or programs benefit a clientele who are general presumed by HUD to be principally low and moderate-income persons. The following groups

are currently presumed by HUD to be low or moderate income: abused children, battered spouses, elderly persons, homeless persons, severely disabled adults (using the census definition of that term), illiterate adults, persons living with AIDS and migrant farm workers.

**3.03 Duplication of Benefits**

- A. Recipient agencies shall not receive CDBG funding from more than one source for the same program.
- B. Agencies which have applied for or anticipate receiving CDBG funding for the same program from another source other than the City of Bryan, will be ineligible.
- C. Agencies which intend to utilize CDBG funding from another source for a program differing from the one proposed for City of Bryan CDBG funding must attest that CDBG benefits will not duplicate reimbursements from the other CDBG provider using a Duplication of Benefits Affidavit.

**3.04 Reporting and Other Requirements**

- A. Recipient Agencies shall report quarterly: Financials, requests for reimbursement, and unduplicated clients served. A year end summary report and year end client report is required.
- B. The City reserves the right to demand reimbursement, in whole or in part, to the City, if the City determines the recipient did not meet the requirements of the contract, this policy, or federal law.
- C. The City reserves the absolute and ongoing right to conduct an audit of any person or entity receiving CDBG Public Service Funds to ensure correct use of CDBG Public Service Funds.



**Section 4: Required Forms for Program Funding Recipients**

**4.00 RFP Application and Required Forms**

**APPLICATION PART 1:  
Community Development Block Grant Funding Proposal  
Public Service Agencies 202\_-202\_**

**Eligibility Criteria and Basic Agency Information**

Name of Agency:

Name of Program:

Does your organization have 501(c)3 tax-exempt status?

· Yes · No · Not Applicable – Governmental Entity or other eligible organization

Date of Incorporation:

1. Will at least 51% of clients served by the program you are requesting funding for be residents of the City of Bryan?
2. Will at least 51% of the clients served by the program you are requesting funding for have household incomes at or below 80% of the area median income?
3. Will you be able to gather sufficient income documentation to verify that at least 51% of the clients served by the program you are requesting funding for have household incomes at or below 80% of the area median income?
4. Will your program solely serve one of the populations listed below?
  - Abused children
  - Battered spouses
  - Severely disabled adults
  - Homeless persons
  - Illiterate adults
  - Persons with AIDS
  - Migrant farm workers
  - Elderly
  - No
5. Is your program of such a nature and in such a location that it can be concluded that clients are primarily low and moderate income? An example is a day care center that is designed to serve residents of a public housing complex.  Yes  No
6. Describe how your program meets the following regulation– Explain how the City of Bryan would benefit from residents outside the City receiving services through this program. What “reasonable benefits” would the City of Bryan receive if a substantial number of clients receiving services under the proposed program reside outside of the City? :

**§ 570.309 Restriction on location of activities.**

CDBG funds may assist an activity outside the jurisdiction of the grantee only if the grantee determines that such an activity is necessary to further the purposes of the Act and the recipient's community development objectives, and that reasonable benefits from the activity will accrue to residents within the jurisdiction of the grantee. The grantee shall document the basis for such determination prior to providing CDBG funds for the activity. Explain below how residents of the City of Bryan will benefit from the program, if it is located outside of the City of Bryan:

7. Does the proposed program intend to use CDBG funding from any other source?  Yes  No  
Explanation:
8. Has the Agency applied for CDBG funding for this program from any other source?  Yes  No  
Explanation/Source:
9. Does the Agency intend to use CDBG funding from any other source for a program which is different from the one proposed for City of Bryan CDBG funding?  Yes  No Explanation:
10. Are there any eligibility restrictions for clients accessing your program?  Yes  No Explanation:
11. CDBG regulations require grantees and sub-recipients to collect and report demographic information, as well as to document income. How will your organization collect the required information?
12. Does the program for which you are applying for funding have a program evaluation tool:  
 Yes  No

Please describe how your program evaluation tool is used to measure program success

13. Do any of the following describe your program's purpose? (Indicate all that apply):
- Help prevent homelessness?  Yes  No
  - Help the homeless?  Yes  No
  - Help those with HIV / AIDS?  Yes  No
  - Help persons with disabilities?  Yes  No
14. **Is the program for which you are applying for funding new or currently existing?**  
 New  Currently Exists
15. Has your organization received funding from the State, County or City (not counting CDBG funds) for this program in the 202\_-202\_ year?  Yes  No
- a. If yes, what was the amount?
  - b. Will the CDBG funds you are currently applying for replace City, County or State funding?  
 Yes  No
16. Is your organization faith-based?  Yes  No
17. If you checked "Yes" to Question 13, briefly explain how your agency will demonstrate compliance with 24 CFR 570.200(j) which prohibits inherently religious activities.

18. Did your organization spend more than \$750,000 in Federal awards during its most recent fiscal year?  
 Yes       No
19. Will your organization be able to comply with the Insurance Requirements listed in Section 4.5 of the Request for Proposals?  Yes  No  
 Explanation:
20. Which of the needs identified in the Cities' respective 5-Year Consolidated Plans does this program meet?

**APPLICATION PART 2:**

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING PROPOSAL  
 Public Service Agencies – FY 202\_-202\_**

Agency Name:	Date Submitted:
Name of Proposal Writer:	Position:
Contact Person:	Position:
Agency Mailing Address:	Agency Street Address:
Contact Phone:	Contact Fax Number:
Agency Fiscal Year Date Range:	E-Mail Address of Contact Person:
Program Name Proposed for Funding:	
SAM.gov Unique Entity ID #:	Agency and Program Website URL:

**Summary Funding Request**

<b>CDBG Request (\$)</b>	
<b>All Other Sources (\$)</b>	
<b>Total Program Budget (\$)</b>	<b>\$0</b>

**Line Item Requests** (Total amount cannot exceed \$40,000)

List in order of priority

Total Amount

\$0

## Part One: Agency Information

- A. Agency Overview - Please give general information about your agency in the following order: mission statement, history/overview of your agency, general goals and measurable outcomes of your agency.**

- Mission Statement
- History/Overview
- General Goals
- Measurable Outcomes

- B. Board Members** – Please complete the following table with information about your agency’s Board.

a. How many members are on the Board?

0

b. How many board seats are mandatory/required by your Charter?

0

c. Does your agency have an annual Board Orientation?

Yes  No

d. What are the Board terms and limits?

e. How often does the Board meet?

f. Are there repercussions for too many missed Board meetings? Please explain

g. Do all of your Board Members give financially to the organization?

Yes  No

**C. Other**

Does your agency provide assistance to clients in becoming more self-sufficient through direct services (i.e. financial literacy, life skills training, case management, etc.)?

- Yes**    **No**

If yes, briefly describe:

## **Part Two: Program Information**

**A. General Program Information**

**a. Program Name**

**b. Complete Description of Program:**

**c. Clients receiving services through this program will:**

- have new access to this service or benefit; or
- have improved access to this service or benefit; or
- receive a service or benefit that is no longer substandard.

**d. Will this program create new beds in an overnight shelter or other emergency housing?**

- Yes    No

**e. Will this program fund a position?**

- Yes    No

If yes, please name the position

Please indicate is the position is new or existing:  New or  Existing

**f. Description of Program Need.** Why is this program needed in the City of Bryan? Include the most recent data or statistical evidence of need.

g. **Program Strategy.** Do you have a strategy for maintaining and improving this program now and in the future? If so, please describe.

h. **Program Evaluation.** Describe your program evaluation tool. Provide a condensed summary of the results of your program evaluation tool commenting on trends you have seen over the years.

- Description of Program Evaluation Tool
  - Commentary on Trends and Observations
  - Have Changes Been Made or Do They Need to be Made Based on Results?

i. **Program Demographics.** Provide a summary of relevant client demographics and demographic trends for your program (age, race, ethnicity, number of visits etc...).

- Summary of Program Demographics
  - Description of Demographic Trends

**B. Goals/Objectives of the Program.** Use the table below to describe the goals and objectives of this program in terms of both its impact upon individual clients and its impact on the City of Bryan. Consider this section an opportunity to describe how your program will impact the lives of those you serve. **(Please show how your tools to collect evidence are used).**

Measurable Outcome Goal	How Evidence/Information is Collected	Documented Impact on Clients	Estimated Impact in Bryan
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**C. Capacity of the Program.**

- a. Describe your agency's capacity to deliver this program.

- Community Support
- Volunteer Support
- In Kind Contributions
- Other

**b.** Describe the experience, training, education, and certifications of the staff and volunteers working with the program.

**c.** Would your organization be able to deliver the program at the same level of service if only partial funding is provided?

**d.** Using the form below, provide the time period and implementation plan for the program or program component to be funded.

Date	Action	Description

**D. Service History and Unduplicated Client Expectations.**

Below are the 202\_ HUD 80% Area Median Income Limits based on family household size. In order for a program to be eligible to receive CDBG Public Service Agency funding, at least 51% of clients served must be documented to be residents of the City of Bryan with household family incomes at or below these limits for their household size. Please use this information to complete the chart below.



1	2	3	4	5	6	7	8
\$43,050	\$49,200	\$55,350	\$61,500	\$66,450	\$71,350	\$76,300	\$81,200

Complete the table for the number of unduplicated clients served by the agency for the program(s) for which funding is being requested.

	10/1/202_ – 9/30/202_	10/1/202_ - <u>    </u> / <u>    </u> / <u>    </u>	10/1/202_ – 9/30/202_	10/1/202_ – 9/30/202_
	(Last Year)	(Current Year )		(Next Year)
	Actual	Actual to Date	Estimate	Projected
Total Unduplicated Clients				
No. < Low/Mod				
Percentage < Low/Mod				

### Part Three: Financial Information

#### A. Line Item Budget/Estimated CDBG Expenditures

Indicate itemized expenditures by categories for this grant request. Please be specific. This information will be used to prepare a contract for receiving any award. If you are requesting funds for payroll, provide detailed information on the “Personnel Form.”

CDBG Budget: List in order of priority.

Item	Amount
------	--------

Total Amount:

If more than one line item is requested, please explain why you prioritized them in the order you did.

#### B. Fundraising and Grants.

a. Has your agency applied for other grant funds for this specific program?

If no, please explain.

If yes, list all proposals that have been submitted and the result or the anticipated notification date.

Grant Name	Total Funded Amount	Amount Spent to Date	Annual Budget if more than 1 Year	Grant Contract Period

Total				

If these other grant funds listed above are not approved, what is your plan to ensure the success of the program?

- b. Use the table below to list your agency’s fundraisers for the past 18 months. Please include the special event/fundraiser date(s), the name of the special event or fundraiser, the total amount raised (gross and net) and the percentage that went or will go to the program for which you are requesting CDBG funds.

Date	Special Event/Fundraiser	Gross/Net	% to Program

- c. What is your plan to reduce or eliminate CDBG funding for this program?

**C. Personnel Form.**

Please complete the Personnel Form using the provided Excel document and attach as attachment A.

**D. Income Statement.**

Please complete the Income Statement using the provided Excel document and attach as attachment B

**E. Expense Report.**

Please complete the Expense Report using the provided Excel document and attach as attachment C.

**F. Surplus (Deficit)**

- a. Please complete the following Surplus (Deficit) table using numbers from the Income Statement and Expense Report.

Fiscal Year	Program Actual	Program Actual/ Estimated	Program Budget	Agency Actual	Agency Actual / Estimated	Agency Budget
	(prior year)	(current year)	(next year)	(prior year)	(current year)	(next year)
Income/Expenses=						
Percentage %						

- b. If you report a deficit above for either the program or agency, please explain how the deficit will be addressed.

**G. Balance Sheet.**

Please complete the Balance Sheet using the provided Excel document and attach as attachment D.

## Part Four: Additional Information

### Agency Certification:

I certify that all information reported in this proposal and attached is true, accurate and complete to the best of my belief and knowledge.

I certify that I am authorized to make this proposal on behalf of \_\_\_\_\_(Agency) and have been designated as such by the Board of Directors.

I will provide written notice of any changes or additions to this information. I also understand the Agency may need to provide additional information during the proposal process and if funded.

I understand a written agreement will be required between \_\_\_\_\_ (Agency) and City upon award of funds.

Date: \_\_\_\_\_ SAM.GOV Unique Entity ID# \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Completed sealed proposal packets should be directed to the following individual:

**Laura Perez, Buyer**  
**City of Bryan, Purchasing Department**  
**205 E 28th Street. Bryan, Texas 77803**  
**Phone: (979) 209-5504 • Fax: (979) 821-5798**  
[purchasingweb@bryantx.gov](mailto:purchasingweb@bryantx.gov)

*In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing, via the **Brazos Valley Online Bidding System** (<http://brazosbid.ionwave.net>) to the individual identified above prior to 10:00 A.M. CST on MONTH ##, 202\_. Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Department. Failure to observe this requirement may be grounds for rejection of the Proposal.*

## **Attachments (Required)**

### **Required as Attachment to All Copies:**

1. Board Members (Name, Profession, & (\*) notation for Board position required by funding source)
2. Agency Organizational Chart. **Please include names for all positions listed.**
3. List of Existing Agreements of Collaboration (If Available – Do NOT provide actual copies, may be verified)
4. Program Evaluation Tool.
5. Client Intake Form (Income documentation must comply with the requirements found in 24 CFR 570.208 2 (i), (A) (B) (C) (D))

### **Required as Attachment to the Original only (provide only one copy):**

1. Board Policy (\*)
2. IRS Letter of Tax Status (\*)
3. Certification and Authorization (submit one signed original only)
4. Felony Conviction Notification Form (submit one signed original only)
5. Financial Statement Audit and Management Letter with Response, if applicable *or* If no date of new audit available, Provide Financial Statement Review and Form 990
6. Unduplicated Client Tracking System

### **Required as Digital Attachment (on CD, Flash Drive, or Uploaded to the Brazos Valley Online Bidding System):**

1. Agency Financial Policies\*
2. Agency Personnel/Administrative Policies\*
3. Agency Conflict of Interest/ Political Activity/ Anti-Lobbying Policies\*
4. Agency insurance ACORD form indicating at least the minimum coverages required by the sample contract (attached), or a statement that the Agency will be able to obtain the necessary coverage prior to the effective date of the contract.

(\*) Information to be submitted only if agency has not applied for CDBG funding in the last five (5) years or if substantive changes have occurred since last proposal.

**NO TABS IN PROPOSAL**

**CERTIFICATION and AUTHORIZATION:**

The undersigned certifies that he/she has fully read and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that he/she is duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Agency, and that the contents of this proposal have not been communicated to any other Agency prior to the official opening of this proposal.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_  
\_\_\_\_\_

Typed Name: \_\_\_\_\_ Agency Name: \_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_  
\_\_\_\_\_

Bid Address: \_  
\_\_\_\_\_  
\_\_\_\_\_

P.O. Box or Street City State Zip

Order Address: \_  
\_\_\_\_\_  
\_\_\_\_\_

P.O. Box or Street City State Zip

Remit Address: \_  
\_\_\_\_\_  
\_\_\_\_\_

P.O. Box or Street City State Zip

Email: \_\_\_\_\_ Federal Tax ID No.: \_  
\_\_\_\_\_

Sam.Gov Unique Entity ID No.: \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said \_\_\_\_\_, a corporation, and that he/she has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 202\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
In and For the State of Texas

**FELONY CONVICTION NOTIFICATION FORM:**

Any person and/or business entity that enters into a Contract with the Participating Entities must give advance notice if any employee or an owner or operator of the Agency has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the Contract. The Participating Entities may require substitution of employees in the performance of the Contract.

The City may terminate a contract with a person or business entity if the City determines the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City’s request.

\_\_\_\_\_  
\_\_\_\_\_  
I, the undersigned agent for the Agency named below, certify the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Agency’s Name:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

-

**Authorized Official’s Name (Printed)**

**Date**

**A.** My Agency is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony: \_\_\_\_\_

**Signature of Agency Official:**

**B.** My Agency has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

-

\_\_\_\_\_

-

\_\_\_\_\_

\_\_\_\_\_  
**Signature of Agency Official:**

**C.** Provide a general description of the conduct resulting in the conviction of a felony.

-

\_\_\_\_\_  
\_\_\_\_\_  
-  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Agency Official:**

**D.** Describe the role that the person(s) convicted of a felony will play in the performance of the Contract.

-  
\_\_\_\_\_  
\_\_\_\_\_  
-  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Agency Official:**

**Part 3C Personnel Form:** (Refer to the Application Guidelines for specific instructions)

**DIRECT SALARIES** (Complete only for positions for which you are seeking CDBG funding)

	NAME and TITLE or POSITION	% of Time	CDBG Funds	CASH Match	Source of Cash Match	Other Funding	Source of Other Funding	Total
(A)			\$	\$		\$		\$0
(B)			\$	\$		\$		\$0
(C)			\$	\$		\$		\$0
(D)			\$	\$		\$		\$0
(E)			\$	\$		\$		\$0
(F)			\$	\$		\$		\$0

**TOTAL DIRECT SALARIES** \$0 \$0 \$0 \$0

	FRINGE BENEFITS	% or \$ Rate	CDBG Funds	CASH Match	Source of Cash Match	Other Funding	Source of Other Funding	Total
	FICA & Medicare (7.65%)		\$	\$		\$		\$0
	Insurance (Explain below)		\$	\$		\$		\$0
	Other (Explain below)		\$	\$		\$		\$0
			\$	\$		\$		\$0
			\$	\$		\$		\$0

**TOTAL FRINGE BENEFITS** \$0 \$0 \$0 \$0

**TOTAL PERSONNEL BUDGET** \$0 \$0 \$0 \$0

Is this position full time or part time?

Is this position exempt?

Is this a new or existing position?

PAGE NUMBER \_\_\_\_\_



**Part 3D Income Statement:** (Refer to the Application Guidelines for specific instructions)

Source	Program				Agency		
	Last Year (10/01/20- 9/30/21)	This Year* (10/01/21 9/30/22)	Next Year (10/01/22- 9/30/23)		Last Year (10/01/20- 9/30/21)	This Year* (10/01/21 9/30/22)	Next Year (10/01/22- 9/30/23)
<b>Total Income</b>	\$0	\$0	\$0		\$0	\$0	\$0

\*Number of months estimated:

PAGE NUMBER \_\_\_\_\_

**Part 3E Expense Report:** (Refer to the Application Guidelines for specific instructions)

Expense / Uses	Program				Agency		
	Last Year	This Year*	Next Year		Last Year	This Year*	Next Year
	(10/01/20- 9/30/21)	(10/01/21 9/30/22)	(10/01/22- 9/30/23)		(10/1/20 9/30/21)	(10/01/21 9/30/22)	(10/01/22- 9/30/23)
<b>Personnel:</b>							
<b>Subtotals:</b>							
<b>Operations:</b>							
<b>Subtotal:</b>							
<b>Total Operating Expenses</b>	\$0	\$0	\$0		\$0	\$0	\$0
*Number of months estimated:							

PAGE NUMBER \_\_\_\_\_

**Part 3G BALANCE SHEET:**

For the years ending \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_

	(Current year as of)		(Prior year as of)
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents			
Investments			
Receivables			
<b>TOTAL CURRENT ASSETS</b>	\$0		\$0
<b>Property and equipment</b>			
Accumulated depreciation			
<b>TOTAL PROPERTY AND EQUIPMENT</b>	\$0		\$0
<b>OTHER ASSETS</b>			
<b>TOTAL ASSETS</b>	\$0		\$0
<b>LIABILITIES &amp; FUND BALANCE</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable			
Current portion of long-term debt			
Deferred revenue			
<b>TOTAL CURRENT LIABILITIES</b>	\$0		\$0
<b>LONG-TERM DEBT, less current portion</b>			
<b>TOTAL LIABILITIES</b>	\$0		\$0
<b>FUND BALANCE</b>			
Unrestricted			
Temporarily restricted			
Permanently restricted			
<b>TOTAL FUND BALANCE</b>	\$0		\$0
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	\$0		\$0

("TOTAL ASSETS" MUST EQUAL "TOTAL LIABILITIES AND FUND BALANCE")

Note, please provide your most current Balance Sheet and indicate ending month.  
Also provide your Balance Sheet as of the end of your prior year.

**4.01 Funding Contract Sample Draft and Reports Attachments**

**CITY OF BRYAN COMMUNITY DEVELOPMENT BLOCK GRANT  
PUBLIC SERVICE AGREEMENT 202\_-202\_**

WHEREAS, the City of Bryan, Texas (City) has the objective of providing all residents a safe environment and good quality of life; and

WHEREAS, AGENCY NAME, through the PROGRAM NAME Program, provides financial assistance and case management to eligible low- to moderate-income clients to provide support for the health, safety, and welfare of low- to moderate-income clients and shares this common goal with the City; and

WHEREAS, the City desires to assist the Agency through their PROGRAM NAME Program which provides PROGRAM DESCRIPTION, by providing PROGRAM PROVISIONS to ensure services to eligible low- and moderate-income clients with funds provided by the Community Development Block Grant (CDBG) program (Federal Award Identifications CFDA 14.218 and Federal Award Date 10/01/202\_) administered by the U.S. Department of Housing and Urban Development (HUD);

NOW THEREFORE, IN CONSIDERATION of funding in the amount **NUMBER THOUSAND NUMBER HUNDRED NUMBER-NUMBER DOLLARS (\$##,###.00)** to be paid to the Agency by the City as herein below set forth, the Agency covenant and agree as follows:

**A. STATEMENT OF WORK**

The Agency provides needed services to PROGRAM DESCRIPTION. The program will provide services through CDBG funding and other stated resources in the request for proposal application; including but not limited to PROGRAM RECIPIENT BENEFITS. The Agency is required to provide services as specified in the approved application for CDBG funding by the City Council of Bryan, Texas dated MONTH ##, 202\_.

**SCHEDULE: NUMBER HUNDRED (#00)** unduplicated clients per contract year as defined in the proposal application. At a minimum, at least fifty-one percent (51%) of the clients for the NAME OF PROGRAM Program are documented as low to moderate income residents of the City of Bryan (or 100% if presumed benefit low to moderate income as defined by HUD) using the household family income criteria provided by HUD.

**B. RECORDS AND REPORTS**

1. The Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon papers for all expenditures of funds provided through this contract. Such documentation shall be in a manner which conforms to Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as Uniform Guidance), the City accounting practices, all now in effect, and as may be amended from time to time.
2. The Agency shall maintain written documents for all applicable generally accepted and required administrative and operating policies.
3. The Agency shall provide the City and HUD's representative access to any books, accounts, records, reports files or other papers belonging to or in use by the Agency as pertains to this contract.

4. The Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four years after the expiration of this agreement. The City and HUD access shall continue for as long as the records are retained by the Agency.
5. The Agency shall submit four quarterly reports (**Attachment A**). These reports are:
  - a) The **narrative report** - includes information as appropriate to activity implementation. The format of such reports shall, at a minimum, consist of completion of a “**narrative summary of activities**”, which will describe program activities, including but not limited to, any changes or revisions in the organization’s programs.
  - b) **The client activity report** - includes information on: racial, ethnic identification, household income information as to whether low or moderate income, head of household status and city and county of residence status. This information will be provided in two separate categories: **1) “unduplicated clients for the contract year”, and 2) total “(duplicated) clients for the contract year”**. Agency will provide a copy of their database tracking system, as part of the client activity reporting, for unduplicated clients of the funded program on a quarterly basis.
  - c) The **fund raising activity report** - summarizes all fund raising activities undertaken for The Agency including a description of the project or grant application, status, amount earned or requested and activity cost.
  - d) A **reimbursement request report** - includes the reimbursement request form for the funded program. The reimbursement form will describe the grant amount, reimbursement request and to date status of the grant and certify that all required documentation has been submitted for review. All required funding documentation for the request will be attached to the reimbursement report.
  - e) **Quarterly financials** - include a profit and loss statement (income report and expense report).

The narrative, client activity, fundraising and financial reports, including documentation, and quarterly financial reports are due within twenty (20) days following a reporting period.
6. In addition to the quarterly reports, the Agency will provide the City a year-end report, which will include an accumulative client report (F-1) (**including tracking system**), a year-end report for expenses and revenues (F-2, 3), leveraging information (F-4) and type of assistance provided (F-5), and a program evaluation report provided by the agency, which will be specified in the report. **The year-end report will be due twenty (20) days following the end of the 4<sup>th</sup> quarter.**
7. The Agency will maintain copies of documentation regarding all reports, and make such copies available to the City upon request. The activity reports, and reimbursement request, including documentation, are due within twenty (20) days following a reporting period. Failure to provide completed reports within the specified time period may result in forfeiture of funds.
8. The Agency shall submit notice to the City of all scheduled and unscheduled Board of Directors meetings, five days prior to meeting date with information as to date, time, and place of meeting.

9. The Agency shall submit minutes and the financial report of each Board of Directors meetings and Standing Committee meetings to the City within thirty days after the scheduled reporting period.

### **C. PAYMENT**

For the program year 202\_-202\_, the City shall pay to the Agency a maximum amount of money not to exceed **NUMBER THOUSAND NUMBER HUNDRED NUMBER-NUMBER DOLLARS (\$##,###.00)**. Funds are to be used for the NAME OF PROGRAM Program assistance for PROGRAM PROVISIONS. Other operating expenses eligible under HUD regulations may be considered for reimbursement provided the City receives the documentation necessary as stated in this agreement and there are remaining funds available. An amendment to the contract will be considered based upon submission of a request by the agency. These funds will be provided on a reimbursement basis to the Agency within fourteen (14) days of the receipt and approval by the City of the supporting documentation.

Funds will be used as depicted in **Attachment B**, by the Agency, attached, and incorporated herein by reference.

Funds will not be provided in advance of expenditures and funds will not be reimbursed without corresponding evidence of expenditures, such as receipts, bills, payroll records, canceled checks and other proof as determined necessary by the City unless prior agreements have been made stipulating this arrangement. Unexpended funds will remain in the possession of the City.

This agreement and the payments to be made hereafter are contingent upon receipt by the City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of Bryan's City Council funding approval. Should funds be discontinued or not approved, this agreement will be revised or terminated as necessary.

### **D. PROGRAM INCOME**

Any program income received shall be used to support eligible operational expenses and shall be subject to the requirements of HUD Regulation 570.504 (c). All income not used to supplement operational expenses by the end of the fiscal year, or used for ineligible expenses, shall be forfeited and is returned to the City. The Agency shall maintain records of all program income generated by use of CDBG funds, if any, and shall present pay records to the City on a quarterly basis.

### **E. REVERSION OF ASSETS**

Upon the expiration or termination of this agreement, any CDBG unexpended funds in possession of the Agency shall be returned to the City, within forty-five (45) days, of the date of the expiration of termination. Any real property under the control of the Agency acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must: (1) meet a CDBG national objective as defined in 24 CFR § 570.208 for a minimum of five (5) years following contract expiration; or (2) be disposed of in a manner which results in the City being reimbursed the fair market value of the property less any portion of non-CDBG funds attributed to the acquisition or improvement of the property. Such reimbursement is not required after the property has met the five (5) year requirement previously described.

### **F. ADMINISTRATIVE REQUIREMENTS**

The City and Agency agree to perform their duties in relation to this agreement in compliance with all applicable uniform administrative requirements in compliance with Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the City accounting practices, all now in effect, and as may be amended from time to time.

The Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon papers for all expenditures of funds provided through this contract. Such documentation shall be in a manner which conforms Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as Uniform Guidance), the City accounting practices, all as now in effect, and as may be amended from time to time.

Nonprofit agencies shall have an audit made in accordance with the requirements set forth in OMB Circular Title 2 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards Chapter I and II, Parts 200.501 in order to meet those requirements any sub recipient receiving over \$750,000 federal dollars annually will provide a financial audit within three (3) months of the ending of their fiscal year covered by this agreement. OMB Circulars can be found at [www.gpo.gov](http://www.gpo.gov).

#### **G. VERIFICATION OF INCOME**

The Agency shall document that it has verified that at least fifty-one percent (51%) of its clientele are persons whose family income, as defined by 24 CFR § 5.609 (2018 HUD-published income limits, or as may be updated by HUD during the term of this agreement, upon notice from City) does not exceed the low/moderate income category limits. Agency may use the following documents for verification: a) W-2 Forms, b) 1040 Forms, c) pay check stubs, or d) other forms of income documentation from a third party that verifies employment or benefits received.

The Agency may accept, as a substitute to verification by Agency directly, documentation provided from a third party provider that has verified the client's eligibility for other public assistance programs including TANF, SSI, Food Stamps, Low-Income Energy Assistance, Title XX General Assistance, Public Housing, Section 8 Rental Assistance, JTPA or similar income tested programs having the income qualification criteria at least as restrictive as that used under the Section 8 low-income limit established by HUD.

The Agency may accept a notice that the assisted person is a referral from a state government or department, county government or department, local government or department, or from any other entity if the government, department, or entity agrees to verify that individuals it refers are low and moderate income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.

It is an exception to this requirement if the Agency's activities or programs benefit a clientele who are general presumed by HUD to be principally low and moderate-income persons. The following groups are currently presumed by HUD to be low or moderate income: abused children, battered spouses, elderly persons, homeless persons, severely disabled adults (using the census definition of that term), illiterate adults, persons living with AIDS and migrant farm workers.

#### **H. GENERAL PROVISIONS**



1. The City and Agency state to the best of their knowledge, no member of the Bryan City Council and any other officer, employee or agent of the City who exercises any function or responsibility in connection with the carrying out of the program to which this agreement pertains has any personal interest, direct or indirect, in this contract.
2. The Agency covenants that during the term of this agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, or national origin. Such 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. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination requirement.

The Agency expressly agrees that in all solicitations or advertisements for employees placed by or on behalf of the Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The parties to this agreement agree and understand that all employees and personnel furnished or used by the Agency in the work of the Agency shall be the responsibility of the Agency and shall not be deemed employees of the City for any purpose.

3. The Agency agrees to indemnify and hold harmless the City and its officers, agents and employees from any and all loss, cost or damage of every kind, nature or description, which may arise under this contract or from any source whatsoever. The Agency expressly agrees to hold harmless and indemnify the City whether or not the claim or cause of action results from any negligence of the Agency or any alleged negligence of the City or any of its officers, agents or employees.
4. The City shall conduct a desk monitoring review on a quarterly basis and one on site monitoring visit annually (if appropriate pending pandemic social distancing needs), or as otherwise deemed necessary by the City so as to evaluate the Agency compliance with the provisions of this agreement or any HUD regulation. The City will provide a year-end close out report, which will evaluate compliance with the provisions of this agreement or any HUD regulation. The report will be provided after the end of the contract year and after all required documentation has been obtained from the funded agency.
5. The City shall provide technical assistance to the Agency as requested and as mutually agreed upon in the performance of their duties under this contract.
6. The City shall have the option to recommend one appointee for any one vacancy that occurs on the Agency's Board of Directors during the program year.
7. The Agency shall submit documentation that the Executive Committee of the Board of Directors and a minimum of twenty-five percent (25%) of the remainder of the Board have completed a staff approved Board member orientation.
8. The Agency shall submit documentation that a minimum of twenty-five percent (25%) of the members of the Board have attended a workshop provided by City staff on information regarding Community Development Block Grant guidelines.

9. The Agency shall submit a completed self-evaluation process, which includes public input, to the City within thirty (30) days of the end of the program year; and will provide a description of the process and evaluation tool to be utilized for the process to the City within the 1<sup>st</sup> quarter of the program year.
10. The parties hereto state that they are appropriately empowered by their respective agency and directors to sign this agreement.
11. Changes or amendments to the Program of Work or any other term of this agreement must be in writing and signed by both parties.
12. This agreement shall be interpreted in accordance with Texas law and enforced in Brazos County, Texas.
13. No assignment of this agreement or any part thereof is permitted without the express written consent of the City.
14. Each party agrees to comply with all applicable federal, state and local laws.
15. The Agency will not require attendance at religious services, engage in proselytizing or require religious instruction as a condition of providing services.
16. The City assumes responsibility for environmental review described in 24 CFR § 570.604 and initiating the review process under Executive Order 12372.
17. Should any paragraph, sentence or part of this agreement be held to be invalid by a court of competent jurisdiction, then such paragraph, sentence or part shall in no way affect the validity of any other provision or part of this agreement.
18. This agreement represents the entire agreement of the parties and supersedes any other representation, either written or oral to the contrary.
19. Any notices as required or necessary shall be effective if mailed certified, return receipt requested, to the current address on file of either party for the other party. Changes of address shall be effective upon three (3) day's prior written notice to the parties.
20. **BASIC SAFEGUARDING OF AGENCY INFORMATION SYSTEMS.** The Agency shall apply basic safeguarding requirements and procedures to protect the Agency's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Agency shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

## **I. NONDISCRIMINATION**

Agency hereby agrees and binds itself that no person shall, on the ground of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, such as is provided under this Agreement, in compliance with Public Law 88-352 (Civil Rights Act of 1964) and amendments and Section 109 of the Housing and Community Development Act of 1974.

In accordance with Public Law 90-284, Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, disability or familial status be discriminated against in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person. Moreover, Agency certifies that it will affirmatively further fair housing.

In accordance with Executive Order 11063, as amended by Executive Order 12259, Agency hereby agrees and binds itself that it shall take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), national origin, sex, age, handicap or familial status in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof.

#### **J. ENVIRONMENTAL REQUIREMENTS**

Agency understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR § 58 (2016). In accordance with 24 CFR § 58.77(b) (2016), Agency further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR § 58 (2016) to ensure compliance with the National Environmental Policy Act (NEPA). Agency must also maintain a copy of the Environmental Review Record in Agency's project file. City shall document its compliance with such other requirements in its environmental review file.

#### **K. EMPLOYMENT AND CONTRACTING**

In accordance with Executive Order 11246, as amended by Executive Orders 12086, 11375, 11478, 12107 and the regulations issued pursuant thereto, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Agreement. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

In accordance with Section 3 of the Housing and Urban Development Act of 1968, Agency agrees that, to the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the City of Bryan, and, to the greatest extent feasible, contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned by persons residing in the City of Bryan.

#### **L. ARCHITECTURAL BARRIERS AND AMERICANS WITH DISABILITIES ACTS**

In accordance with the Architectural Barriers Act of 1968 42 USC § 4151-4157 (2009), Agency agrees to abide by laws and regulations requiring certain Federal and federally funded buildings and other facilities to be designed, constructed, or altered.

In accordance with standards that ensure accessibility to, and use by, persons with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR § 40.2 (2009) or the definition of "building" as defined in 41 CFR. §101-19.602(a) (2009) is subject to the requirements of this Act and shall comply with the Uniform Federal Accessibility Standards.

In accordance with the Americans with Disabilities Act 42 USC §12131 (2009); 47 USC § 155 (2012), 201 (2012), 218 (2010), and 225 (2012) (ADA), the Agency agrees to comply with the provision of comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable

#### **M. DEBARRED, SUSPENDED, OR INELIGIBLE SUBRECIPIENTS**

Agency agrees and binds itself that it has not and will not directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or other sub recipient of CDBG funds during any period of that contractor's or sub recipient's debarment, suspension, or placement in ineligible status under the provisions of 24 CFR § 24 (2009).

#### **N. CONTRACT TERM**

The term of this contract shall be from October 1, 202\_ through September 30, 202\_; or until funds awarded by the City are completely expended unless the contract is terminated as provided for herein below. The term of this contract may be extended for a period of time that is mutually agreed upon in writing by the City and Agency provided the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

#### **O. CONTRACT SUSPENSION/TERMINATION**

The City has the right to terminate this agreement, in whole or in part, at any time the City determines the Agency has failed to comply with any term of this contract. Further, the City has the right to terminate this agreement if it is determined that the information contained in the application for funds was substantially incorrect or that the services to be delivered are not being substantially delivered in accordance with the description in the application, as determined upon the discretion of staff. The City shall notify the Agency in writing thirty (30) days prior to the date of termination of such reason. The Notice shall include the reason for termination, the effective date of termination and, in the case of a partial termination, the portion of the contract to be terminated. During the thirty-day period, the Agency shall have the right to attempt to cure its failure to the satisfaction of the City.

Either party to this agreement has the right to terminate this contract, in whole or in part, upon the mutual written agreement of the parties that the continuation of the activities funded under this agreement would not produce beneficial results commensurate with the further expenditure of funds.

## **P. INDEMNIFICATION, RELEASE, AND INSURANCE**

The Agency agrees to indemnify and hold harmless the City, its officers, agents, volunteers, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

The Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, volunteers, and employees from any and all claims, demands, causes of action of any kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Agency work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its agents, representatives, volunteers, employees, or subcontractors.

The Agency insurance shall list the City of Bryan, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in Exhibit "G". Certificates of insurance evidencing the required insurance coverages are attached Exhibit "H".

## **Q. NOTICES**

All written or verbal notices issued between parties to this agreement shall be dispersed through the project contacts listed below for the purpose of documenting all correspondence throughout the tenure of this activity. All notices shall be deemed given on the date personally delivered or so deposited in the U.S. mail.

CITY: City of Bryan Community Development Department, Attention: \_\_\_\_\_ or designee, P.O. Box 1000, Bryan, TX 77805. Office located at 1803 Greenfield Plaza, Bryan, Texas 77802.

AGENCY: NAME OF AGENCY Attention: NAME OF DIRECTOR, Director, 123 Any St., Bryan, TX 7780\_.

SIGNED and to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

NAME OF AGENCY

CITY OF BRYAN

\_\_\_\_\_  
NAME OF DIRECTOR, Director

\_\_\_\_\_  
Kean Register, City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
NAME OF PRESIDENT, Board President

\_\_\_\_\_  
Thomas A. Leeper, City Attorney

ATTEST

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary

**ATTACHMENT A**  
**B-2\_-MC-48-0006 CDBG Budget – Contract Funds**  
**10/1/202\_ – 9/30/202\_**

**AGENCY AND NAME OF PROGRAM: NAME OF AGENCY**  
**NAME OF PROGRAM PROGRAM**

- A.** Narrative Report
- B.** Client Activity Report
- C.** Fund Raising Activity Report
- D.** Reimbursement Request Report
- E.** Quarterly Financials
- F.** Year End Report
- G.** Insurance Requirements
- H.** Agency Insurance (attached)
- I.** Client Intake Form

**A. Narrative Report:**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
NARRATIVE REPORT (FY202\_-202\_)**

**AGENCY:**

**REPORTING PERIOD:**

**OPERATING HOURS OF AGENCY: (note any changes from original approved CDBG public service application):**

**PROGRAM FUNDED:**

**PROGRAM ACTIVITIES:**

(Include information on accomplishments and concerns corresponding to your program's objectives and goals). Did the program generate any program income for this quarter?

**CDBG PROGRAM INCOME:**

(Any funds generated by the CDBG funded program)

**AGENCY ACTIVITIES:**

(Brief summary of all other programs operated by agency):

Other:

(Include any other information or attachments about your program i.e. newsletters, letters of support from community, etc.):

Did the agency have a board vacancy during this quarter?

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_



## B. Client Activity Report

Cities of Bryan and College Station Community Development Block Grant 2022-2023 Client Report																		
Agency Name: _____			Contact Person: _____			Quarterly Reporting Period: _____												
Date Submitted: _____			Phone Number: _____			Program (*): _____												
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native	Hispanic or Latino	Not Hispanic or Latino	Asian	Hispanic or Latino	Not Hispanic or Latino	Black or African American	Hispanic or Latino	Not Hispanic or Latino	Native Hawaiian or other Pacific Islander	Hispanic or Latino	Not Hispanic or Latino	White			
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native and White	Hispanic or Latino	Not Hispanic or Latino	Asian and White	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native and Black or African American	Hispanic or Latino	Not Hispanic or Latino	Black or African American and White	Hispanic or Latino	Not Hispanic or Latino	Race Combination not included in above categories	Total Hispanic or Latino	Total Not Hispanic or Latino	Total #1
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
#2 Residence:	Bryan	College Station	Other														Total #2	
Total Unduplicated Clients - this period	0	0	0														0	
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0														0	
#3 Income:	Low Income (80% of Median Income)	Very Low Income (50% of Median Income)	Extremely Low Income (30% of Median Income)	Above Income	Incomplete Intakes												Total #3	
Total Unduplicated Clients - this period	0	0	0	0	0												0	
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0												0	
(*) Use one form for each program Each client must choose one category for ethnicity and one category for race. Total Hispanic or Latino plus total Not Hispanic or Latino equals total race category Total Female Heads of Household: _____																		
# 4 Incomplete Intake Forms	No. of clients															Total # 4		
Total Unduplicated Clients - this period	0															0		
Total (duplicated) Clients During the Contract Year - All clients	0															0		
#4: Intake incomplete, not correctable, but client was served.																		

**C. Fund Raising Activity Report**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FUND-RAISING REPORT (FY202\_-202\_)**

**AGENCY:**

**REPORTING PERIOD:**

**DESCRIPTION:**

(Narrative description of activity)

**Status of fundraiser:**

**Amount earned:**

**Activity cost:**

**Planned Use of Funds:**

**Other:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**D. Reimbursement Request Report:**

Page 1 and 2

<b>AGENCY:</b>			
<b>PROGRAM:</b>			
<b>CONTRACT EXPENSES:</b>	<b>BUDGETED</b>	<b>CURRENT REQUEST</b>	<b>YEAR TO DATE REQUESTED</b>
	\$	\$	\$
<b>(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)</b>			
<b>TOTAL</b>	\$	\$	\$
		\$	
<b>EXPENSES FOR THE PERIOD OF:</b>			
<b>AMOUNT REMAINING IN CDBG CONTRACT</b>	\$		

<b>Agency's Certification and Reimbursement Request Form</b>	
<b>Agency Name</b>	<b>Contract #</b>
<b>Program Name</b>	
<b>Name of Agency Contact</b>	<b>Agency's Address</b>
<b>I. Agency's Certification and Reimbursement Request</b>	
<p>I hereby certify:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The information presented on this form is true and complete to the best of my knowledge;</li> <li><input type="checkbox"/> All programs and services have been executed in accordance with the terms and requirements of the contract;</li> <li><input type="checkbox"/> All expenses for which payment is being requested herein were incurred by the above-referenced program(s);</li> <li><input type="checkbox"/> All approved Board minutes and agendas have been received by the Community Development Department;</li> <li><input type="checkbox"/> A signed and dated Client Report, Narrative Report, and Fund-Raising Report have been received by the Community Development Department;</li> <li><input type="checkbox"/> All supporting documentation to substantiate this request has been received by the Community Development Department.</li> <li><input type="checkbox"/> The agency is in full compliance with the terms and conditions of the above referenced contract.</li> </ul> <p><b>I hereby request reimbursement for approved program expenses to date in the amount of \$</b></p> <p>_____</p> <p>Signature of Agency Contact <span style="float: right;">Date</span></p>	
<b>II. Monitor's Certification</b>	
<p>I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.</p> <p><b>I hereby approve payment to the agency in the amount of \$_____.</b></p> <p>_____</p> <p>Signature of Monitor <span style="float: right;">Date</span></p>	
<b>III. Community Development Manager's Certification</b>	
<p><b>I hereby approve payment to the agency in the amount of \$_____.</b></p> <p>_____</p> <p>Signature of Community Development Manager <span style="float: right;">Date</span></p>	

**E. (1) Financials: Income Statement:**  
 (Quarterly- denote quarter):

<b>REVENUE SOURCE</b>	<b>PROGRAM INCOME</b>		<b>AGENCY INCOME</b>
Program Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/ Trusts			
Special events			
Civic Organizations			
Corporate Organizations			
CDBG funds			
Other Federal			
1.			
2.			
State funds			
1.			
2.			
School district Funds			
Brazos County United Way			
Other United Way			
Investment Income (div., int., cap gains)			
Other:			
In-kind contributions			
<b>Total Income</b>			

**E. (2) Expense Statement: Quarterly Financials (denote quarter)**

<b>EXPENSE ACCOUNT</b>	<b>PROGRAM EXPENSE</b>		<b>AGENCY EXPENSE</b>
<b>Personnel:</b>			
Gross Salaries			
Benefits			
Payroll Taxes			
<b>Operations:</b>			
Auto expense			
Direct Aid			
Equipment lease			
Insurance			
Office supplies			
Postage			
Professional fees			
Printing			
Rent			
Repairs/ main.			
Telephone			
Travel/ training			
Utilities			
Other: (Please Specify)			
Depreciation			
In-Kind Expenses			
Capital Expenses*			
<b>Total Operating Expenses</b>			

# F. (1) Year End

## a. Client Report Cumulative

Cities of Bryan and College Station Community Development Block Grant 2022-2023 Client Report																		
Agency Name: _____			Contact Person: _____			Quarterly Reporting Period: _____												
Date Submitted: _____			Phone Number: _____			Program (*): _____												
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native	Hispanic or Latino	Not Hispanic or Latino	Asian	Hispanic or Latino	Not Hispanic or Latino	Black or African American	Hispanic or Latino	Not Hispanic or Latino	Native Hawaiian or other Pacific Islander	Hispanic or Latino	Not Hispanic or Latino	White			
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native and White	Hispanic or Latino	Not Hispanic or Latino	Asian and White	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native and Black or African American	Hispanic or Latino	Not Hispanic or Latino	Black or African American and White	Hispanic or Latino	Not Hispanic or Latino	Race Combination not included in above categories	Total Hispanic or Latino	Total Not Hispanic or Latino	Total #1
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
#2 Residence:	Bryan	College Station	Other															
Total Unduplicated Clients - this period	0	0	0															
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0															
#3 Income:	Low Income (80% of Median Income)	Very Low Income (50% of Median Income)	Extremely Low Income (30% of Median Income)	Above Income	Incomplete Intakes													
Total Unduplicated Clients - this period	0	0	0	0	0													
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0													
AGENCY TOTALS #1, #2, #3 WILL EQUAL EACH OTHER																		
(*) Use one form for each program Each client must choose one category for ethnicity and one category for race. Total Hispanic or Latino plus total Not Hispanic or Latino equals total race category Total Female Heads of Household: _____																		
# 4 Incomplete Intake Forms	No. of clients																	
Total Unduplicated Clients - this period	0																	
Total (duplicated) Clients During the Contract Year - All clients	0																	
#4: Intake incomplete, not correctable, but client was served.																		

**F. (2) Income Statement:**

Year End – denote program year:

<b>REVENUE SOURCE</b>	<b>PROGRAM INCOME</b>		<b>AGENCY INCOME</b>
Program Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/ Trusts			
Special events			
Civic Organizations			
Corporate Organizations			
CDBG funds			
Other Federal			
1.			
2.			
State funds			
1.			
2.			
School district Funds			
Brazos County United Way			
Other United Way			
Investment Income (div.,int.,cap gains)			
Other:			
In-kind contributions			
<b>Total Income</b>			



**F. (3) Expense Statement: (Year end- denote program year):**

<b>EXPENSE ACCOUNT</b>	<b>PROGRAM EXPENSE</b>	<b>AGENCY EXPENSE</b>
<b>Personnel:</b>		
Gross Salaries		
Benefits		
Payroll Taxes		
<b>Operations:</b>		
Auto expense		
Direct Aid		
Equipment lease		
Insurance		
Office supplies		
Postage		
Professional fees		
Printing		
Rent		
Repairs / main.		
Telephone		
Travel/training		
Utilities		
Other: (Please Specify)		
Depreciation		
In-Kind Expenses		
Capital Expenses *		
<b>Total Operating Expenses</b>		

**F. (4): Source of Funds Program**

CDBG	\$
Section 108 Loan Guarantee	\$ 0.00
Other Consolidated Plan Funds (HOME, ESG, HOPWA)	\$
Other Federal Funds	\$
State/Local Funds	\$
Private Funds	\$
Other:	\$
(Identify)	\$

**\*Please denote any program income generated from the funded program on a separate Line. If none put N/A.**

**F. (5) Type of Assistance Provided:  
Year End:**

**New Services**--Number of unduplicated persons assisted with new access to a service

**Improved Services**--Number of unduplicated persons assisted with improved access to a service (or continued if funding in prior year)

**Enhanced quality of Services**--Number of unduplicated persons, where the public service activity will meet a quality standard or will measurably improve quality, report on the number of persons that no longer only have access to a substandard service

**Bed Created**--Number of beds created in overnight/emergency shelter

**Definitions:**

- Number of persons assisted with **new access** to a service
  - New access to a service is when a service is offered for the first time. This indicator would be used in the instance when a public service has not previously been available to these households. For instance, the grantee might elect to fund a new job transportation program for working mothers. No such program currently exists in the jurisdiction and so this is access to a new service for these households.
- Number of persons assisted with **improved access** to a service.
  - Improved access to a service is when a service was offered, but the public service activity allowed the grantee to expand the service, in terms of size, capacity, or location. For instance, assume that an existing meals on wheels program only provided lunch and the expanded service provides lunch and dinner service. For these elderly households, this would constitute improved access. If a guarantee is refunding an on-going program, the improved access indicator is generally used.
- Where the public service activity was used to meet a quality standard or measurable improved quality, report on the number of persons that **no longer** have access to a **substandard service**.

**The number of beds created in overnight shelter or other emergency housing.**

---

## **G. Insurance Requirements**

Throughout the term of this Agreement the Contractor must comply with the following:

### **I. Standard Insurance Policies Required:**

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

### **II. General Requirements Applicable to All Policies:**

- A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance- approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit D; and shall be approved by the City before work begins
- C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per occurrence basis only/
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept "claims made" policies
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

### **III. Commercial General Liability**

- A. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non- contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- E. The coverage shall include, but not be limited to the following: premises/ operations with separate aggregate; independent contracts; products/ completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

#### **IV. Business Automobile Liability**

- A. Business automobile Liability insurance shall be written by a carrier rated “A: VIII” or better rating under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit Liability not less than \$1,000,000 per occurrence for the bodily injury and property damage
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

#### **V. Workers’ Compensation Insurance**

- A. Workers compensation insurance shall include the following terms:
  - 1. Employers’ Liability minimum limits of liability not less than \$500,000 for each accident/each disease/ each employee are required
  - 2. “Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04” shall be included in this policy
  - 3. TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY”

**H. AGENCY INSURANCE**

**ATTACHED CERTIFICATES OF INSURANCE**

## **I. CLIENT INTAKE FORM**

## Intake Form

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

DOB \_\_\_\_\_

What is your Ethnicity: **(You must choose one)**

- Hispanic or Latino    Not Hispanic or Latino

What is your Race: **(You must choose one)**

- American Indian/Alaska Native    Asian    Black or African American  
 Native Hawaiian or Pacific Islander    White    American Indian/Alaska Native & White  
 Asian & White    American Indian/Alaska Native & Black/African American  
 Black/African American & White  
 Race Combination not included in above categories – Specify \_\_\_\_\_

**Residence:**       College Station       Bryan       Other **(Choose one)**

**Head of Household:**       Male       Female       Both **(Choose one)**

### 2022 Median Income Limits

Please check the **number** of family members in the family and the appropriate **income** level category (on the same line). Calculation of Family Income should include: gross wages and salaries, social security income, pensions, child support, Temporary Assistance for Needy Families (TANF)/food stamps, and any other source of income. This chart is based on annual income.

**Family Size**  
**(Choose one)**

**Income Range**  
**(Choose one)**

	<b>&lt;30%</b>	<b>31%-50%</b>	<b>51%-80%</b>	<b>&gt;80%</b>
<input type="checkbox"/> 1	<input type="checkbox"/> \$16,150 or less	<input type="checkbox"/> \$16,151 ≤ \$26,950	<input type="checkbox"/> \$26,951 ≤ \$43,050	<input type="checkbox"/> \$43,051 or more
<input type="checkbox"/> 2	<input type="checkbox"/> \$18,450 or less	<input type="checkbox"/> \$18,451 ≤ \$30,800	<input type="checkbox"/> \$30,801 ≤ \$49,200	<input type="checkbox"/> \$49,201 or more
<input type="checkbox"/> 3	<input type="checkbox"/> \$20,750 or less	<input type="checkbox"/> \$20,751 ≤ \$34,650	<input type="checkbox"/> \$34,651 ≤ \$55,350	<input type="checkbox"/> \$55,351 or more
<input type="checkbox"/> 4	<input type="checkbox"/> \$23,050 or less	<input type="checkbox"/> \$23,051 ≤ \$38,450	<input type="checkbox"/> \$38,451 ≤ \$61,500	<input type="checkbox"/> \$61,501 or more
<input type="checkbox"/> 5	<input type="checkbox"/> \$24,900 or less	<input type="checkbox"/> \$24,901 ≤ \$41,550	<input type="checkbox"/> \$41,551 ≤ \$66,450	<input type="checkbox"/> \$66,451 or more
<input type="checkbox"/> 6	<input type="checkbox"/> \$26,750 or less	<input type="checkbox"/> \$26,751 ≤ \$44,650	<input type="checkbox"/> \$44,651 ≤ \$71,350	<input type="checkbox"/> \$71,351 or more
<input type="checkbox"/> 7	<input type="checkbox"/> \$28,600 or less	<input type="checkbox"/> \$28,601 ≤ \$47,700	<input type="checkbox"/> \$47,701 ≤ \$76,300	<input type="checkbox"/> \$76,301 or more
<input type="checkbox"/> 8	<input type="checkbox"/> \$30,450 or less	<input type="checkbox"/> \$30,451 ≤ \$50,800	<input type="checkbox"/> \$50,801 ≤ \$81,200	<input type="checkbox"/> \$81,201 or more

To comply with requirement of funding sources, this agency needs all clients to give information on all income and family size in order to qualify for services. You must provide a self-certification that the information you provide is accurate and complete to the best of your knowledge. You will need to verify income by providing third party documentation demonstrating eligibility for another qualifying program or by providing actual income documentation (definition of 3<sup>rd</sup> party or actual income on back). All information is kept confidential for records keeping and reporting requirements. No information will be released without the written consent of the individual.

“I certify that all information provided on this application is true to the best of my knowledge. I also understand that, I will provide verification of income.”

\_\_\_\_\_  
Applicant’s or Guardian’s Signature

\_\_\_\_\_  
Date



**Instructions:** *This Section to be completed by Agency staff only.* Check the box next to the form of income documentation you will use to certify the income of the family you are serving.

**Actual Income Documentation**

**Definition:** Family Household does not participate in an income qualifying accepted program. Actual income includes all income received by the family. Please check which documents were submitted to verify income:

- W-2 Forms**
- 1040 Income Tax Forms**
- Pay Check Stubs (At Least Two)**
- Benefit Award Letter(s) (Social Security, SSI, etc..)**
- Other Income \_\_\_\_\_**
- I have no income (must complete certification of no income form)**

**Instructions:**

1. Check boxes above for type(s) of income documentation submitted.
2. Use box below to make a calculation determining gross annual income from source documents provided.

**Over Income**

**Definition:** Family household is over the income limit for their household size or they cannot provide income backup documentation as required by one of the other certification methods listed above.

**Instructions:** Document this family household as over income on quarterly and annual Client Reports.

**Income Calculation**

**Instructions:** complete calculation(s) in this box showing annual income based on source documents provided. Sign and date below.

\_\_\_\_\_  
Signature of Staff Completing Form

\_\_\_\_\_  
Date

**ATTACHMENT B**

**B-2\_-MC-48-0006 CDBG Budget – Contract Funds  
10/1/202\_-9/30/202\_**

**AGENCY: NAME OF AGENCY**

**PROGRAM: NAME OF PROGRAM Program**

**Line Items: Direct Client Assistance \$##,###.00**

**Total: \$##,###.00**