

TEMPLATE

City of San Marcos Interdepartmental Agreement CDBG Grant Program

BETWEEN: Planning and Development Services Department – Community Initiatives Division

AND: ~~Community Services Department – Parks and Recreation Division~~[Department/Division name]

PROJECTS: ~~2015 Recreation Fee Scholarship Program~~Program Name

EFFECTIVE DATE: October 1, ~~2015~~

TERM OF AGREEMENT: September 30, ~~2016~~ or until such time that all funds have been drawn and the project has been finally closed

FUNDING SOURCE: 20 ~~15~~ Community Development Block Grant (CDBG)

FUNDING AMOUNT: ~~Twelve thousand seven hundred fifty dollars (\$12,750)~~[Amount allocated]

USE OF FUNDS: ~~All funds will be used for recreation fee scholarships~~[Program Description]

1. GENERAL PROVISIONS

- a. The City has received funds from the United States ~~Government Department of Housing and Urban Development~~ under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383. ~~This award of federal funds is made under Federal Award Identification # B -MC-48-0513 [updated annually] CFDA #14.218 awarded in the total amount of \$ [total CDBG annual allocation amount].~~
- b. This interdepartmental agreement is entered into by and between the Planning and Development Services Department – Community Initiatives Division (**CDBG**), in its capacity as program administrator for all CDBG activities, and the ~~Community Services Department – Parks and Recreation Division (Parks)~~[Department/Division], as project administrator.
- c. CDBG and ~~Parks~~[Department] staff shall meet periodically to review and update this Agreement and Attachments hereto, and to address any changes in regulations governing Activity/Project funded through the CDBG program.

2. PROJECT/PROGRAM SUMMARY

~~This project provides scholarships for the payment of Activity Center membership and/or registration fees for eligible youth for any of the fee-based recreation and out-of-school programs offered by Parks. The scholarship will pay 50% of the fees, up to a maximum of \$150 per youth. Registrations for the Summer Fun Program submitted by the San Marcos Housing Authority on behalf of their residents may receive a 100% scholarship for the Summer Fun Program, as funds are available.~~

~~Scholarships are limited to children/youth who meet one of the eligibility criteria set forth in Section 5. "Beneficiary Eligibility".~~[Project description]

3. PROJECT ELIGIBILITY

National Objective: Benefit low to moderate income persons – Low/Mod Income Limited Clientele as determined by Nature & Location[method of income calculation]

Eligibility Category: Public Service, 05L Child Care Services and 05D Youth Services[CDBG eligibility category]

4. GOALS AND PERFORMANCE MEASURES

Objective: Suitable Living Environment[Objective] Outcome: Affordability[Outcome]

Performance Measure: The number of persons accessing affordable recreation/out-of-school programs[Performance Measure]

Performance Goal: 50 unduplicated persons[Performance Goal]

5. BENEFICIARY ELIGIBILITY

A scholarship applicant will be considered eligible if the following conditions are met:

- The child/youth attends a San Marcos public school and has been approved by the school district as eligible to receive a free or reduced lunch as documented by a copy of the approval letter for the current school year; or,
- The child/youth resides in housing provided through the San Marcos Housing Authority as verified by the Housing Authority. [Description of beneficiary eligibility criteria]

6. BUDGET

<u>Program Activity</u>	<u>CDBG Funds</u>	<u>Match Funds</u>	<u>All Other Funds</u>	<u>Other Funds Source</u>
<u>Program Deliverables/Admin.</u>				
<u>Activity 1</u>				
<u>Activity 2</u>				
<u>Activity 3</u>				

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Any indirect costs charged must be in compliance with UAR 200.331(a)(4).

If program income, as defined at 24 CFR 570.500(a) is generated by this activity must be reported to CDBG in the form and frequency as required by CDBG.

6.7. ADMINISTRATIVE REQUIREMENTS

Parks-[Department] Staff will be responsible for:

- a. Promoting the project.
- b. Accepting scholarship-[beneficiary] applications and verifying eligibility.
- c. Maintaining beneficiary records in a manner that clearly show (1) beneficiary names and demographic information; (2) an activity sheet for each child that clearly tracks all programs/camps for which scholarship funds have been awarded and that includes program/camp dates, verification that the child attended at least one session of the program/camp, and the amount/date of reimbursement by

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~~the CDBG grant; (32)~~ household size and annual income; and (4) eligibility documentation-- ~~(3) [other program specific items]~~

- d. Complying with the the *Uniform Administrative Requirements, Cost Prinicipals, and Audit Requirements for Federal Awards* as codified in Title 2., Part 200 of the Code of Federal Regulations (UAR). Further, [Department] will maintain~~Maintaining~~ financial records that will correlate with CDBG reimbursement requests.
- e. Requesting reimbursement at least quarterly on the form provided by CDBG staff. Reimbursements will be requested only after verification of attendance has been documented for each scholarship awarded.
- f. Completing periodic beneficiary reports that are submitted in conjunction with requests for reimbursement. The beneficiaries reported will be new, unduplicated persons not shown on a previous report for the current program year.
- g. Sending the appropriate staff to training sessions provided by CDBG Staff.
- h. Complying with all CDBG regulatory requirements
- i. Submitting a close out report when all funds have been drawn and beneficiary records completed.
- i.i. If procurement of goods or services is required, the [Department] will comply with the City's Procurement Policies and in compliance with the procurement standards found in 2 CFR 200.318 of the UAR.

CDBG Staff will be responsible for:

- a. Completing the Environmental Review and providing Notice to Proceed to ~~Parks~~[Department]. No funds may be committed to an activity or project before the completion of the Environmental Review process. All projects undertaken must comply with all environmental conditions noted in the specific Environmental Review Record.
- b. Providing administrative forms to be used by ~~Parks~~[Department] Staff in carrying out the Project.
- c. Reviewing Requests for Reimbursement and periodic beneficiary reports.
- d. Submitting approved Requests for Reimbursement to the Finance Department for processing.
- e. Providing technical assistance as needed.
- f. Monitoring the program in accordance with the CDBG Monitoring Policy.

7-8. OBLIGATION OF FUNDS

No scholarships will be awarded prior to the receipt of Notice to Proceed issued by CDBG staff.

8-9. RECORDS REQUIREMENTS

The City of San Marcos is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under this Act.

- a. Records to be Maintained. ~~Parks~~[Department] shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this

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Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

- b. Safeguarding Sensitive Information. ~~Parks~~[Department] staff will comply with The Privacy Act of 1974, 5 U.S.C. § 552a, The Freedom of Information Act 5 U.S.C. § 552, and Section 208 of The E-Government Act regarding the disclosure of information about clients. Compliance for CDBG-funded projects is also spelled out in 24 C.F.R. § 5.212.
 - i. The collection, maintenance, use, and dissemination of Social Security numbers (SSN's), Employer Identification Numbers (EINs), any information derived from SSN's and EINs, and income information under this subpart shall be conducted, to the extent applicable, in compliance with the Privacy Act and all other provisions of Federal, State, and local law.
 - ii. All assistance applicants shall be provided with a Privacy Act notice at the time of application.
 - iii. All records, both electronic and paper copies, shall be maintained in systems that have the appropriate administrative, technical, and physical safeguards to protect the information, however current.
- c. Disclosure. ~~Parks~~[Department] understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or ~~Park's~~[Department's] responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- d. Access to Records. All records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

9-10. CIVIL RIGHTS / NONDISCRIMINATION / SECTION 504

~~Parks~~[Department] agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, ~~Section 504 of the Rehabilitation Act of 1973~~, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

~~[Department] agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 29 U.S.C. 794), which prohibits discriminations against individuals with disabilities or handicaps in any Federally assisted program.~~

11. CONFLICT OF INTERESTS

~~[Department] will abide by the provisions of 24 CFR 570.611 and 2 CFR 200.112 and 200.318(c) which includes, but is not limited to:~~

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- a. No employee, officer, or agent of the department shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- b. No covered person who exercises or has exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City.

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10.12. AMENDMENTS

This Agreement may be amended at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each Party. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. CDBG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. Amendments to the Agreement that do not meet the definition of a Substantial Amendment as defined in the City of San Marcos Citizen's Participation Plan do not require approval by the City's governing body.

11.13. SUSPENSION OR TERMINATION

~~In accordance with 24 CFR 85.43,~~ CDBG may suspend or terminate this Agreement if ~~Parks~~ [Department] materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission of reports that are incorrect or incomplete in any material respect.

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

12.14. CONTRACT EXECUTION

Pursuant to delegation of authority from the City Manager ~~of the City of San Marcos, the Director of Community Services~~ [Department] and the Director of Planning and Development Services are authorized to execute this Agreement on behalf of their departments.

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[Department]

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[Director name & Title], Date

Planning and Development Services Department

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[Director name & Title] Date

Authorized and Approved:

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Jared Miller, City Manager Date

Approved as to Form:

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Michael Cosentino, City Attorney Date

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