

DRAFT CONTRACT
BETWEEN
CITY OF LAREDO and BETHANY HOUSE

The contract is made between the City of Laredo, a municipal corporation, (hereinafter called "CITY") and Bethany House of Laredo, a non-profit organization (hereinafter called "Bethany House") for emergency shelter operations, for the provision of Essential Services, Street Outreach, data collection and evaluation with 2023 Emergency Solutions Grant (ESG) funds.

TERMS AND CONDITIONS

1. CITY agrees to do the following:

- A. Pay a total of one hundred four thousand eight hundred thirty nine dollars (\$104,839) from 2023 Emergency Solutions Grants funds for shelter operations of Bethany House in order to accommodate the homeless of the community; for the provision of Essential Services, Street Outreach Services and for data collection and evaluation in compliance with ESG provided through the Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, as amended.
- B. Pay for the services provided on a reimbursement basis with a written request for payment to be submitted on a monthly basis. Such written request for payment shall include (1) a statement describing the services rendered (2) the amount being requested, and (3) shall have attached thereto any supporting documents, such as invoices, receipts, cancelled checks, and so forth.
- C. Monitor the expenditure of funds to insure compliance with 2 CFR Part 200, as amended and other regulations, as applicable.

2. Bethany House agrees to do the following:

A. SCOPE OF SERVICES

Utilize ESG funds exclusively for operational costs associated with emergency shelter for the homeless, for the provision of Essential services at the shelter, for Outreach services for those living on the street, data collection and evaluation as set forth in 24 CFR Part 576 and City's written standard (included in *Exhibit A*), as amended and other regulations, as applicable.

B. DATA COLLECTION AND EVALUATION

- 1. Data collection- as required under §576.400(d) data collection and reporting for ESG will be conducted through the use of Homeless Management Information Systems (HMIS) or a comparable client-level database.
- 2. Evaluation- Bethany House must comply if asked to participate in HUD sponsored research and evaluation of ESG.

C. MATCH

- 1. Bethany House must match grant funds with an equal amount of funds from cash or the following in-kind sources: staff salary or volunteer time, the donation of materials and buildings, or the value of any lease on a building as per *Exhibit B*.

2. Bethany House must comply with the match requirement; every request of payment should be accompanied by the match documentation for the amount being requested for reimbursement. Documentation must indicate the fiscal year grant for which each matching contribution is counted and show how the value placed on third party, noncash contributions was derived. To extend the feasible, volunteer services must be supported by the same methods that the organization uses to support allocation of regular costs. Match for the ESG Program should be submitted to the City of Laredo at a minimum on a quarterly basis.

D. BUDGET

Bethany House will adhere to the budget for its homeless assistance program as per ***Exhibit B***. Changes to the total amount awarded to each component will require a contract amendment. Any increase or decrease to the estimated line item will not require amendment while the budget amount stays the same. No amendment to this Agreement shall be effective unless in writing signed by both parties.

E. RECORDING KEEPING

Comply with the record keeping requirements under CFR Part 576.500 to include maintaining and making records available as necessary for a period of five years after the expenditure of all funds from the grant under which the program participant was served to include (but not limited to):

1. Completed Homeless Eligibility Forms for each client
2. An accurate record of expenses supported by invoices and billing statements.
3. Provide monthly reports on client-level data, such as the number of persons served and their demographic information in a Homeless Management Information System (HMIS) or a comparable database.
4. Shall comply with 24 CFR 85.36(b) (3) regarding conflict of interest.
5. Confidentially- to protect the safety and privacy of all program participants the agency will be required to develop written procedures to ensure the security and confidentiality of all records containing personally identifying information of any individual or family who applies for and/or receives assistance.
6. Property records for assets acquired with grant funds and safeguards for preventing loss, damage or theft of recipient held property.
7. Provide a copy of Bethany House annual internal audit report within 60 days after its completion.
8. Provide all information required for the City's Consolidated Annual Performance Evaluation Report derive from the Sage System no later than October 15th of each year.

F. TERM

This contract is for a term beginning on February 5, 2024 and ending on June 30, 2025.

G. HABITABILITY STANDARDS

Bethany House shall be required to maintain their shelter in a condition that meets safety, sanitation, and privacy standards as outlined in 24 CFR Part 576.403. See *Exhibit D*.

H. HOMELESS PARTICIPATION

Meet the requirement of having at least one homeless person or formerly homeless person participating in the policy decision making process regarding projects receiving these funds.

I. ANTI-DISCRIMINATION

Bethany House must comply with application fair housing and civil rights requirements in 24 CFR 5.109 and CFR Part 576.406. In addition, agency must make known that assistance and services are available to all on a nondiscriminatory basis and ensure that citizens have equal access to information about ESG and equal access to the assistance and service provided under this program. Bethany House will not discriminate against applicants for employment or applicants for housing or other services on the basis of national origin, race, religion, color, sex, age, familial status, disability, veteran status, sexual orientation, gender identity, or marital status.

J. UNIFORM ADMINISTRATIVE REQUIREMENTS

Bethany House shall be subject to the requirements of 2 CFR Part 200- Uniform administrative requirements for grants and agreements.

K. DRUG-FREE WORKPLACE

Bethany House shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and 24 CFR part 21- Government wide requirements for drug-free workplace (Grants)

L. PROCUREMENT OF RECOVERED MATERIALS

Bethany House must comply with the requirements of Section 6002 of the Solid Waste Disposal Act. In accordance, with Section 6002, Agency must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000.

M. TERMINATION

In the event Bethany House fails to provide services in accordance with the provisions of this contract, CITY may upon written notice of default to terminate in whole or in part this contract, and such termination shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided by law or under this contract.

N. INSURANCE

Bethany House shall maintain such insurance as will protect it from any and all claims under the Worker's Compensation Laws of the State of Texas. Bethany House

shall maintain such insurance as will protect it from claims for damages because of bodily injury including death and from claims for damage to property which may arise out of and during the conduct of Bethany House's business, services, and activities. To this end, Bethany House shall have and keep in effect during the term of this contract, public liability and property damage insurance in the amount of not less than \$1,000,000.00 copies of such certificates of insurance as reflect the about required coverage shall be made a part of this contract as **Exhibit C**. Any failure of Bethany House to maintain the specified insurance coverage's during the term of this contract shall mean automatic termination of the contract.

O. INDEMNIFICATION

BETHANY HOUSE SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY BETHANY HOUSE OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF BETHANY HOUSE OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO BETHANY HOUSE OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF BETHNAY HOUSE TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY BETHANY HOUSE, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY BETHANY HOUSE UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

P. ENTIRE AGREEMENT REPRESENTED

This contract and its exhibits represent the entire agreement of the parties. This contract may not be changed except by written agreement approved by the City Council and duly by all of the parties hereto.

Q. MULTIPLE COUNTERPARTS

This contract may be executed in several counterparts each of which shall be deemed an original and all of which when taken together shall constitute by one and the same contract.

R. NOTICE

Any and all notices or other communications required or permitted to be given pursuant to this contract shall be in writing and shall be considered as properly given if mailed by certified, return receipt requested mail, postage prepaid and addressed as follows:

Carl Barto
President
Bethany House of Laredo
817 Hidalgo St.
Laredo, TX 78040

Joseph W. Neeb
City Manager
City of Laredo
P.O. Box 579
Laredo, TX 78040

S. PARTIES BOUND

This contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.

T. REPRESENTATIONS

No representations, promise, guarantees or warranties were made to induce the other party to execute this contract, or made in connection therewith, which are not expressly stated in the body of this contract.

U. SEVERABILITY

If any provision of this contract shall for any reason be held violate of any applicable law, governmental rule or regulation or if said contract is held to be unenforceable or unconscionable, then the invalidity of such specific provisions herein shall not be held to invalidate the remaining provisions of this contract. Such other provisions and the entirety of this contract shall remain in full force and effect unless the removal of said invalid provision destroys the legitimate purpose of this contract, in which event this contract shall be null and void.

V. STATE LAW APPLICABLE TO CONTRACT

This contract shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due in performance and payable in Laredo, Webb County, Texas.

i. Complete Understanding:

By execution and acceptance of this contract, the parties hereto acknowledge they have read the same and understand each provision, term and obligation contained in this contract. This contract although drawn by one party shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

ii. Acceptance:

This contract shall not be binding until it is executed by both parties to this contract.

iii. Date and Effectiveness:

This contract shall become effective upon execution whereupon the parties' obligations contained hereinabove shall be conclusive and binding upon all or the parties hereto and this contract shall no longer be considered executory.

iv. Signatory clause:

This contract is signed, accepted and agreed to by CITY and Bethany House by and through the parties or the parties' agents or authorized representatives and the same hereby acknowledge that they have read and understand this

contract and the attachments and/or exhibits hereto and that all parties execute this legal document voluntarily and of their own free will.

Executed in triplicated originals, this _____ day of _____, 2024.

ATTEST:

BETHANY HOUSE OF LAREDO:

Jose A. Valdez
City Secretary

Carl Barto
President

APPROVED AS TO FORM:

CITY OF LAREDO:

Doanh T. Nguyen
City Attorney

Joseph W. Neeb
City Manager

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