# SUBRECIPIENT GRANT AGREEMENT BEIWEEN

## CITY OF COLUMBUS, OHIO

#### AND

# FRANKLINTON DEVELOPMENT ASSOCIATION FOR COMMUNITY SUPPORT SERVICES

This Subrecipient Agreement is made and entered into by and between the City of Columbus, Department of Finance and Management (hereinafter referred to as the "City"), and Franklinton Development Association (hereinafter referred to as the "Subrecipient").

**WHEREAS**, the City has received funds from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974 and 1977, Public Law 93-383; and

**WHEREAS**, it is the goal of the Community Development Block Grant (CDBG) Program, and the City of Columbus, to develop viable urban communities by providing decent housing and a suitable living environment, and to expand economic opportunities, principally for low- and moderate-income persons; and

**WHEREAS**, the City has received funds from the United States Department of Treasury from the American Rescue Plan Act (ARPA) passed by Congress and signed into law March 11, 2021; and

WHEREAS, the City solicited CDBG-eligible project proposals for the 2023 program year; and

**WHEREAS**, funding is requested to expand Franklinton Development Association's Financial Life-Skills Program; and

WHEREAS, the Subrecipient is administering the Financial Life-Skills Program in order to empower individuals to better navigate the complex worlds of finances and housing; and

WHEREAS, the City seeks to enter into a Subrecipient Agreement with the Subrecipient, a non-profit organization with the mission to stabilize and positively impact their community through the lens of housing; and

WHEREAS, the City has selected the Subrecipient to become a grant subrecipient under the CDBG grant fund #2248; and

**WHEREAS**, the City has selected the Subrecipient to become a grant subrecipient under the ARPA grant fund #2209; and

WHEREAS, this Subrecipient Agreement provides funding to support program activities and operations occurring during 2023; and

**WHEREAS**, pursuant to City Ordinance Number 3360-2022, the City is authorized to enter into a Subrecipient Grant Agreement with the Subrecipient; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree to the following:

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof. Understanding, agreements, representations, or warranties not contained in this Agreement, or as written amendments hereto, shall not be binding on either party. Except as provided herein, no alternation of any terms or conditions of this Agreement shall be binding on either party without the written consent of both Parties. This Agreement is subject to the Ohio Public Records Act.

#### I. SCOPE OF SERVICE

The Subrecipient hereby agrees to use grant funds solely for the scope of services in the manner set forth by this Agreement and its Exhibits. The details and the binding definition of these services are found in Exhibit A attached to this Agreement and hereby made a part of this Agreement.

## II. FEDERAL GRANT AWARD

- A. Federal Program:
  - 1. Community Development Block Grant (CDBG)
    - a) Catalog of Federal Domestic Assistance (CFDA): 14.218
    - b) Federal Award Identification Number (FAIN): TBD
    - c) Federal Award Date: February 27, 2023
    - d) Federal Awarding Agency: U.S. Department of Housing and Urban Development
    - e) Pass-Though Entity: City of Columbus
    - f) Awarding Official Contact info: Mayor Andrew J. Ginther 614-645-8200
  - 2. American Rescue Plan Act State and Local Fiscal Recovery Fund (ARPA)
    - a) Catalog of Federal Domestic Assistance (CFDA): 21.027
    - b) Federal Award Identification Number (FAIN): SLFRP1055
    - c) Federal Award Date:
      - (1) First Tranche Received: May 27, 2021
      - (2) Second Tranche Received: June 7, 2022
    - d) Federal Awarding Agency: U.S. Department of Treasury
    - e) Pass-Though Entity: City of Columbus
    - f) Awarding Official Contact info: Mayor Andrew J. Ginther 614-645-8200
- B. Subrecipient:
  - 1. Subrecipient legal name: Franklinton Development Association
  - 2. Federal Employer Identification Number (FEIN): 31-1380384
  - 3. Unique Entity Identifier (UEI): N4RQA12YHCM1
- C. This Agreement does not provide, or pay for, Research and Development (R&D) activities.
  - 1. R&D means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

## III. STATEMENT OF WORK

A. Funds will be used to administer and expand Franklinton Development Association's Financial Life-Skills Program in 2023.

B. Time of Agreement, Budget Period, and Period of Performance: Services of the Subrecipient shall start on J anuary 1, 2023 and end on December 31, 2023. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

## C. National Objective:

The Financial Life-Skills Program qualifies under the Low-to-Moderate Income, Area Benefi National Objective due to the demographics of the program participants.

## IV. BUDGET SUMMARY

Budget Category - CDBG	Budget Amount
Personnel – Program Staff	\$76,800.00
Administration – Indirect Costs	\$13,000.00
Marketing	\$26,200.00
Supplies	\$14,000.00
Total Budget	\$130,000.00

Budget Category – ARPA	Budget Amount
Graduation Stipend	\$30,000.00
Total Budget	\$30,000.00

The Subrecipient will not spend over the amount allocated for each budgeted line item. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. The City and the Subrecipient must approve any amendments to this budget in writing.

## V. COMPENSATION

A. The maximum obligation of the City shall not exceed the total of \$130,000.00 (One Hundred Thirty Thousand Dollars) from CDBG funds, as detailed in the Budget, and the total of \$30,000.00 (Thirty Thousand Dollars) from ARPA funds, as detailed in the Budget, unless the Parties modify this Agreement in writing and funds are appropriated by City Council, and certified available by the Auditor.

- B. The City shall not be obligated to compensate or reimburse the Subrecipient for any expenses incurred for services rendered or performed outside of this Agreement's Scope of Services.
- C. This grant is a reimbursement grant. The City shall pay to the Subrecipient a sum not to exceed the total of \$130,000.00 (One Hundred Thirty Thousand Dollars) from CDBG funds and \$30,000.00

(Thirty Thousand Dollars) from ARPA funds, as detailed in the Budget included as part of the Scope of Services in Exhibit A and incorporated herein as if fully rewritten, for full and complete compensation, contingent upon satisfactory completion of any and all services rendered or performed pursuant to this Agreement. Payment is to be made upon receipt of an invoice and receipt of performance reports as further described herein.

## VI. REPORTING AND MONITORING

- A. The Subrecipient agrees to submit to the City a monthly financial report pursuant to terms of this Agreement and included as Exhibit B. The financial report form will be provided by the City and will be used in a dual capacity as an invoice and as an indication of Subrecipient's contract balance.
- B. The Subrecipient further agrees to submit to the City a monthly performance reports and included as Exhibit C. Performance Reports will be used to evaluate the progress achieved by the Subrecipient in meeting its stated objectives. The City may request additional reports at any time to evaluate the progress of the subrecipient.
- C. The Subrecipient further agrees to ensure the cooperation of its staff, responsible officials, employees and other representatives, in the efforts of the City to monitor and evaluate the Subrecipient's activities in the following manner:
  - 1) Regular on-site visits by the City and HUD to the Subrecipient to monitor the progress of the activities agreed upon under the terms of this Agreement, to review compliance with the terms of this Agreement, and to offer assistance in the conduct of the project.
  - 2) Subrecipient shall provide the City all reports required by all applicable federal, state and local laws, regulations, codes and ordinances as amended, in a timely and proper manner as determined by the City.
- D. A final report is to be delivered detailing the results of the program as and a summary of funding spent as compared to the program Budget. This report constitutes a closeout report and shall be submitted to the City within 60 days following the end of the subaward period of performance.

## VII. TERMINATION

- A. <u>Termination of Agreement for Cause</u>. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Subrecipient Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Subrecipient Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient and specifying the effective date of such action.
- B. <u>Termination for Convenience of City</u>. The City may terminate this Subrecipient Agreement at any time by giving at least thirty (30) days' notice in writing.
- C. <u>Termination Closeout Reports</u>. The Subrecipient agrees to submit to the City an Agreement closeout report not later than thirty (30) days following the termination of this Subrecipient Agreement, notwithstanding cause.

#### VIII. SEVERABILITY

The provisions of this Subrecipient Agreement are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

## IX. EQUAL OPPORTUNITY CLAUSE

Organizations awarded grants from the Subrecipient agree to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause:

- A. The Subrecipient will not unlawfully discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that the Subrecipient is an equal opportunity employer.
- C. It is the policy of the City of Columbus that business concerns independently owned, operated, and controlled by MBE/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.
- D. The Subrecipient shall permit access to any relevant and pertinent reports and documents by the Office of Diversity and Inclusion Director for the sole purpose of verifying compliance with Title 39 and the Office of Diversity and Inclusion regulations. All such materials provided to the Office of Diversity and Inclusion by the Subrecipient shall be considered confidential.
- E. The Subrecipient will not obstruct or hinder the Office of Diversity and Inclusion Director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- F. The Subrecipient and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The Subrecipient will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- G. The Subrecipient agrees to refrain from subcontracting any part of this Subrecipient Agreement or modification thereto to a contractor not holding a valid certification number as provided for in Title 39.

H. Failure or refusal of the Subrecipient or a subcontractor to comply with the provisions of Title 39 may result in cancellation of this Subrecipient Agreement.

## X. CITY AND OTHER TAXES

The Subrecipient agrees to withhold and pay all City income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such City income taxes due under said chapter for services performed under a subaward grant agreement. If it has been determined by the Columbus Income Tax Division that the Subrecipient, or any of its subcontractors, owes City income taxes, the Subrecipient agrees that the City may withhold the amount due to the City from any amount due to the Subrecipient for services performed under a subaward grant agreement.

#### XI. RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- e. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- f. Indirect cost rate proposals and cost allocation plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - i. *If submitted for negotiation*. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the

- proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- ii. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

## XII. CHANGES

This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Subrecipient Agreement shall be made and agreed to in writing and approved by the appropriate City officials.

## XIII. COMPLIANCE WITH LAWS

The Subrecipient agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Subrecipient accepts full responsibility for payment of all taxes; including, without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Subrecipient in the performance of the work authorized by this Subrecipient Agreement. The City shall not be liable for any taxes under this Subrecipient Agreement. When required by the City, the Subrecipient shall furnish one (1) copy of its Workers' Compensation Insurance Certificate.

#### XIV. RESPONSIBILITY FOR CLAIMS

The Subrecipient agrees to hold the City harmless from any and all claims for damages resulting from activities in furtherance of the work hereunder. The Subrecipient shall reimburse the City for any judgments for infringement of patent or copyright rights. The Subrecipient agrees to defend against any such claims or legal action if called upon by the City to do so.

#### XV. CAMPAIGN CONTRIBUTIONS

The Subrecipient hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this Subrecipient Agreement under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Subrecipient Agreement and for one year thereafter.

#### XVI. WAGE THEFT AND ENFORCEMENT COMMISSION

Subrecipient agrees to abide by all of the terms, conditions and requirements set forth in Columbus

City Codes Chapter 377, Wage Theft Prevention and Enforcement, which chapter is incorporated herein by reference.

## XVII. ADDITIONAL REQUIREMENTS

#### A. The Subrecipient as a Subrecipient

The Subrecipient, as a Subrecipient, understands that this Subrecipient Agreement with the City of Columbus, Department of Finance and Management utilizes Federal Grant monies to compensate the Subrecipient from Assistance Listing No. 14.218, Community Development Block Grant, from the US Department of Housing and Urban Development and Assistance Listing No. 21.027, American Rescue Plan Act State and Local Fiscal Recovery Funds, from the US Department of Treasury. As such, the Subrecipient agrees to comply with all Federal laws and regulations along with the appropriate requirements of Federal Uniform Guidance. The Subrecipient agrees to provide the City with the Subrecipient's Universal Entity Identifier (UEI).

During the term of this Agreement, the Subrecipient agrees to allow City to monitor effectively the Subrecipient's use of these Federal grant monies and to ensure that the Subrecipient's performance goals are being achieved. This monitoring may include special reporting, site visits, regular contact, or other means to provide reasonable assurance that the Subrecipient administers the Federal award in compliance with laws, regulations, and provisions of the Subrecipient Agreement.

The City of Columbus is required to ensure that Subrecipients comply with the audit requirements of the Federal Uniform Guidance. The Subrecipient agrees to assist the City of Columbus in this effort by providing any needed information as requested and by complying with the audit requirements of the Federal Uniform Grant Guidance.

- B. <u>Use of City funds:</u> The Subrecipient acknowledges and agrees that the funds Subrecipient receives from the City are only to be for reimbursement of approved program expenses. An itemized list of approved program expenses is delineated in the attached Scope of Services (<u>Exhibit A</u>). It is understood by the City and the Subrecipient the dollar amounts listed for each line item in the Budget are estimates which are subject to change. The Subrecipient need not seek City approval to change budgeted amounts for those line items so as long as the overall amount to be reimbursed the Subrecipient by the City does not exceed the maximum amount the City has agreed to reimburse Subrecipient for the program. City approval is, however, needed for the Subrecipient to add new line items to the Budget that will be reimbursed by City funds, even if the total budgeted amount remains below the agreed upon maximum reimbursement amount, to ensure the City approves the use of grant funds on those Budget items. Written approval (which can be in the form of exchanged emails) must be obtained from the City contact identified in the attached Scope of Services (<u>Exhibit A</u>) or an alternate person subsequently named to replace that contact during the term of this subaward grant agreement.
- C. Refund of funds reimbursed by the City: The Subrecipient shall keep a complete and accurate account of actual costs incurred for the program, with a final accounting to be performed following the conclusion of the program. If, after final accounting, it should be determined the program costs reimbursed Subrecipient by the City are more than the Subrecipient's actual program costs, the extra funds shall be refunded to the City. This refund is to be made within 60 days of the completion of final accounting.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have herein set their hands in agreement to this Grant.

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Franklinton Development Association

CITY:

City of Columbus

Department of Finance and

Management

Eric Skidmore

**Executive Director** 

Kathy A. Owens

Director

Date: 2/15/23

Date: 3/27/33

## Exhibit A - Scope of Services

## I. Description of Services

- A. Background Franklinton Development Association's Financial Life-Skills Program was launched in 2018 to help community members better navigate the complex worlds of finances and housing. The 12-hour program is broken up into six classes that review the participants' relationship with money, budgeting, banking, credit, loans, debt management, job-training, entrepreneurship, taxes, and insurance. Homework is assigned each week and participants create a resume at the end of the program. Franklinton Development Association connects participants with other organizations and resources in the neighborhood through guest speakers and materials. Upon completion of the program, all participants receive a stipend to compensate for the incurred costs of the program. The program utilizes the curriculum provided by the National Financial Educators Council. Classes are offered from February to November each year.
- B. Objective The objective of the Financial Life-Skills Program is to provide education that promotes fiscal security to community residents through direct instruction, guest speakers, textbook activities, and group discussion. By helping to improve financial stability, community members will have healthier and safer options for where and how they will live.

#### C. Performance Measures -

- 1) Program Expansion
  - i. The Financial Life-Skills Program will aim for a goal of 120 individuals graduating the program in 2023. Individuals will attend six 2-hour classes covering their relationship with money; budgeting; banks and credit; loan and debt management; job-training and entrepreneurship; and taxes and risk management.
  - ii. Franklinton Development Association will hire one (1) additional staff member to assist with the implementation and administration of the program. The new hire (Administrative Assistant) will recruit participants, facilitate communications with participants and past graduates, schedule classes, and distribute marketing materials. Over the first year, the Administrative Assistant will work toward facilitating the program by completing the certification through the National Financial Educators Council.
  - iii. Franklinton Development Association will seek to expand the Financial Life-Skills program through marketing materials, branding, and web design.
- 2) Workforce Development
  - i. Franklinton Development Association will hold one (1) job fair through the Financial Life-Skills Program.
  - ii. Franklinton Development Association will assist every participant in the Financial Life-Skills Program to create a resume by the end of the program.
- 3) Graduation Stipend: Each individual who successfully graduates from the program will receive a \$252 stipend to compensate for costs incurred through their participation in the program.

#### II. Budget

The Subrecipient will not spend over the amount allocated for each budgeted line item. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. The City and the Subrecipient must approve any amendments to this budget in writing. The following budget is agreed upon by both parties for a maximum obligation not to exceed \$130,000.00 in CDBG funds and \$30,000.00 in ARPA funds.

Budget Category – CDBG	Budget Amount
Personnel – Program Staff	\$76,800.00
Administration – Indirect Costs	\$13,000.00
Marketing	\$26,200.00
Supplies	\$14,000.00
Total Budget	\$130,000.00

Budget Category – ARPA	Budget Amount
Graduation Stipend	\$30,000.00
Total Budget	\$30,000.00

- A. Personnel costs will only be charged for hours associated with program implementation.
- B. Indirect costs will only be charged for costs not directly related to the program activity. This includes occupancy costs, which will only be charged for space associated with program implementation.
- C. Supplies include the consumable office or other supplies as direct costs to the program, including textbooks for program participants.
- D. Marketing costs include newsletters, branding, website design, materials, and contracted consultants.
- E. Graduation stipend will only be provided upon participants' successful completion of the program.

#### III. Monthly Reporting Requirements

- A. Financial Reporting-The Subrecipient will utilize Exhibit B Subrecipient Reporting Form as the primary monthly invoice or as supporting documentation to a preferred standard invoice utilized by the organization. All reported monthly expenditures must have supporting documentation submitted along with the Subrecipient Reporting Form. Examples of invoice supporting documentation includes payroll records (distribution reports, pay stubs, time sheets) to support all personnel and fringe expenditures, paid invoices, purchase orders, or receipts for goods and services.
- B. Program Performance Reporting- Exhibit B will also include required program performance reporting metrics that must be reported on a monthly basis by the Subrecipient. The reported

performance metrics must include supporting documentation. Examples of programmatic supporting documentation includes client intake and referral forms, complaint log, promotional materials, list of attendees, agenda, or itineraries for trainings/workshops. The monthly performance report will also include a narrative discussion on the overall effectiveness of the program for the reporting period. Include a description of the program goals and objectives and make them SMART: Specific, Measurable, Achievable, Relevant, and Time-Bound.

C. Final Reporting- Each monthly report will indicate the current and cumulative year-to-date financial and program performance reporting. As such, the final monthly report cumulative data will serve as the final data reported to the grantor. The final monthly report narrative should include a discussion on the overall effectiveness of the program for the entire period of performance. Was the organization able to achieve the program goals set forth at the start of the year? Why?

## IV. Post Award Requirements

The Subrecipient agrees to comply, at minimum, with 2 CFR Part 200, Subpart D for all post award requirements, which include but are not limited to: Financial management, Internal controls, Payment, Program income, Real property, Procurement, Bonding Requirements, Financial Reporting, Monitoring and reporting program performance, Record retention and access, and Closeout.

- A. Payment: Compensation as provided in this Agreement shall be paid by City to Subrecipient pursuant and subject to the following requirements and conditions:
  - Reimbursement of Expenditures: Subject to receipt of funds from the United States
    Treasury, the city agrees to reimburse the Subrecipient for authorized expenditures for
    which vouchers and other similar documentation to support payment expenses are
    maintained in accordance with 2 CFR 200 and all other requirements under this
    Agreement.
  - 2. Payment Procedures: The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for actual costs incurred and paid for by the Subrecipient. Payments will be adjusted, as applicable, by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.
- B. Program Income: The Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirement set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the City at the end of the Agreement period.

C. Interest: Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City. Cash advances include, but are not limited to, interest earned on Revolving Loan funds, as defined at §570.500(b).

## D. Procurement:

- 1. General Procurement Standards: The Subrecipient must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR §200.318-200.326.
  - a. Conflict of Interest: By signing this Agreement, the Subrecipient certifies compliance with the following requirements:
    - (1) Employee conflict of interest: The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
    - (2) Organizational conflict of interest: If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
  - b. Competition: All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200 (§200.318-200.320).
  - c. Methods of Procurement:
    - (1) Procurement by micro-purchases
    - (2) Procurement by small purchase procedures
    - (3) Procurement by sealed bids (formal advertising)
    - (4) Procurement by competitive proposals
    - (5) Procurement by noncompetitive proposals
  - d. Compliance: All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
  - e. Security: Subrecipient accepts responsibility of all items secured with federal funds remaining in its possession. Subrecipient will establish a security plan for all sensitive items. In the event of loss due to theft, Subrecipient will notify the local police immediately.

E. Closeout: The Subrecipient's obligation to the City shall not end until all post-close-out requirements are met in accordance with 2 CFR 200 Subpart D. Activities during this close-out period shall include, but are not limited to: making final payments and reporting, disposing of program assets (including the return of all unused material, equipment, program income balances, and accounts receivable to the City), and determining the custodianship of records.

## V. Cost Principles:

The Subrecipient agrees to comply, at minimum, with 2 CFR Part 200, Subpart E Cost Principles for administering its program. These principles shall apply for all costs incurred.

# VI. Audit Requirements:

The Subrecipient agrees to comply, at minimum, with 2 CFR Part 200, Subpart F Audit Requirements. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees, or the Federal Government, at any time during normal business hours, as often as the City or its designees deem necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

# Exhibit B - Subrecipient Monthly Financial Reporting Form

THE CITY OF COLUMBUS ANDREW J. GINTHER, MAYOR

<u>City Department:</u> <u>Finance and Management</u> **Grants Management Section** City Division:

DEPARTMENT OF FINANCE AND MANAGEMENT

CDBG Subrecipient	Monthly Rep	ort & Invoice			
AGENCY NAME:	Franklinto	n Development /	Association	1	
PROJECT NAME:	Financ	cial Life-Skills Pro	ogram	]	
CONTRACT PO#:				]	Cost Basis:
INVOICE #:					Cash
INVOICE DATE:				]	Accural
BUDGETED COST CATEGORY	CURRENT APPROVED BUDGET	THROUGH PRIOR INVOICE	CURRENT MONTHLY INVOICE	TOTAL EXPENDITURES TO DATE	REMAINING CONTRACT BALANCE
Personnel - Program Staf	\$76,800.00			\$ -	\$ 76,800.00
Indirect Costs	\$13,000.00			\$ -	\$ 13,000.00
Marketing	\$ 26,200.00			\$ -	\$ 26,200.00
Supplies	\$ 14,000.00			\$ -	\$ 14,000.00
Total Costs	\$ 130,000.00	\$ -	\$ -	\$ -	\$ 130,000.00
PROGRAM INCOME	THOUGH	CURRENT	TOTAL	TOTAL	UNEXPENDED
SUMMARY	PRIOR INVOICE	RECEIVED	RECEIVED	EXPENDED YTD	BALANCE
			\$ -		\$ -
REPORT PREPARED BY:	Name:			TOTAL PAYMI	ENT REQUEST
(Fiscal or Program Staff)	Title:			COSTS (less) UNEXPENDED PI	\$ -
	Signature:			BALANCE	\$ -
	Date:			NET PAYMENT DUE:	\$ -
CERTIFIED BY:	Name:			REMIT TO:	
(Admin staff)	Title:				
	Signature:				
	Date:				

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).



ANDREW J. GINTHER, MAYOR

City Division:

<u>City Department:</u> <u>Finance and Management</u> **Grants Management Section** 

DEPARTMENT OF FINANCE AND MANAGEMENT

# ARPA Subrecipient Monthly Report & Invoice

AGENCY NAME:	Franklinton Development Association				
PROJECT NAME:	Financial Life	e-Skills Prog	ram		
CONTRACT PO#:					Cost Basis:
INVOICE #:					Cash
INVOICE DATE:				_	Accural
BUDGETED COST	CURRENT APPROVED	THROUGH PRIOR	CURRENT MONTHLY	TOTAL EXPENDITURES	REMAINING
CATEGORY	BUDGET	INVOICE	INVOICE	TO DATE	CONTRACT BALANCE
Graduation Stipend	\$ 30,000.00			\$ -	\$ 30,000.00
Total Costs	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
107 10 100 100 100			W		
PROGRAM INCOME SUMMARY	RECEIVED THOUGH	CURRENT	TOTAL RECEIVED	TOTAL EXPENDED YTD	UNEXPENDED BALANCE
			\$ -		\$ -
REPORT PREPARED BY:	Name:				YMENT REQUEST
(Fiscal or Program Staff)	Title:			COSTS	\$ -
	Signature:			COSTS (less) UNEXPENDED PI BALANCE	\$ -
	Date:			NET PAYMENT DUE:	\$ -
					£
CERTIFIED BY:	Name:			RÉMIT TO:	
(Admin staff)	Title:				
	Signature:				
	Date:				

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

# Exhibit C – Subrecipient Monthly Performance Reporting Form



## CDBG & ARPA Subrecipient Monthly Performance Report

AGENCY NAME:	Franklinton Development Association
PROJECT NAME:	Financial Life-Skills Program

Service Category	Number this reporting period	Total number year-to-date
Program Participants		
Program Graduates		
Total	0	0

Demographic information required for reporting to grantor for enrollments only.

Race/Ethnicity	<u>Total</u>	<u>Hispanic/</u> <u>Latino</u>
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native and White		
Asian and White		
American Indian/Alaskan Native		
Other		
Total	0	0

Income Level	<u>Total</u>
Extremely Low	
Low	
Moderaté	
Non-Low/ Moderate	
Total	0

Provide a narrative discussion of the program goals and objectives and attach to the monthly report.

Exhibit D - Fiscal Year 2022 HUD Income Limits

FY 2022	Median Family Income	FY 2022 Income Limit	Persons in Family							
Income Limit Area	Click for More Detail	Category	1	2	3	4	5	6	7	8
Columbus, OH HUD Metro FMR Area		Very Low (50%) Income Limits (\$) Glick for More Detail	32,800	37,500	42,200	46,850	50,600	54,350	58,100	61,850
	\$96,100	Extremely Low Income Limits (\$)* Click for More Detail	19,700	22,500	25,300	28,100	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	52,500	60,000	67,500	74,950	80,950	86,950	92,950	98,950

HUD Income Limits can be found here:

https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn