



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

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MEMORANDUM

TO: Hidalgo County Community Services Agency

FROM: Jesse Mitchell *JM for*
Manager
Community Services Section

DATE: October 11, 2007

SUBJECT: Community Services Block Grant Program
Contract No. 617554

Enclosed is an original of the above document. Please review, sign, and return the contract to TDHCA as soon as possible. After the contract is signed by the Executive Director of TDHCA, a copy of the executed contract will be returned for your files.

If you have any questions, please contact me directly at (512) 475-3850.

Enclosure

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

INTERIM COMMUNITY SERVICES BLOCK GRANT CONTRACT

STATE OF TEXAS

COUNTY OF TRAVIS

SECTION 1. PARTIES TO THE CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, hereinafter referred to as Department, and the Hidalgo County Community Services Agency, hereinafter referred to as Subrecipient. The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks herein described.

SECTION 2. PERIOD OF PERFORMANCE

This contract shall commence October 15, 2007 and shall terminate December 31, 2007 unless otherwise specifically provided by the terms of this contract.

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, during the period of performance specified in Section 2 of this contract, in a complete and satisfactory manner as determined by Department, perform information, referral, and emergency services for Department's Community Affairs Division as assigned by the director of such division or his designee and as specified in Exhibit A, Performance Statement, of this contract.

SECTION 4. DEPARTMENT FUNDING OBLIGATIONS

- A. In consideration of Subrecipient's full and satisfactory performance as determined by Department, of Subrecipient's obligations under this contract, Department shall pay to Subrecipient a fee of Eighty-Five Thousand and no/100 Dollars (\$85,000.00), which includes expenses for one temporary staff to support the additional information and referral services to help address the needs of low-income persons residing in Starr and Zapata Counties until a new CSBG service provider is designated during the period of performance of this contract. Subrecipient shall submit to Department a Request for Payment, on a form specified by Department, which shall detail the categories of activities, as specified in Exhibit A, for which reimbursement is sought. Subrecipient's Request for Payment shall be accompanied by such documentation of performances rendered under this contract as required by Department in Exhibit A. Payment shall be made within thirty (30) working days of receipt of invoice by Department.
- B. Subrecipient shall refund to Department any sum of money which has been paid by Department which Department determines (1) has resulted in overpayment to Subrecipient, or (2) has not been spent strictly in accordance with the terms of this contract, within ten (10) working days after such refund is requested by Department.

- C. Department shall not be liable to Subrecipient for costs incurred by Subrecipient before the commencement of this contract or after termination of this contract.
- D. Notwithstanding any other provisions of this contract, the total of all payments and other obligations made or incurred by Department under this contract shall not exceed the sum of Eighty-Five Thousand and no/100 Dollars (\$85,000.00).

SECTION 5. DEPARTMENT MONITORING

Subrecipient shall give Department, through its authorized representatives, access to and the right to examine any or all pertinent records or other written materials relating to this contract and maintained by Subrecipient. Subrecipient shall give Department the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder by Subrecipient.

SECTION 6. INDEPENDENT SUBRECIPIENT

It is expressly understood and agreed by both parties hereto that Department is contracting with Subrecipient as an independent subrecipient and that Subrecipient, as such, agrees to hold Department harmless and to indemnify it from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the activities to be performed by Subrecipient hereunder.

SECTION 7. REPORTING REQUIREMENTS

- A. Each month Subrecipient may request an advance payment by submitting to Department at its offices in Travis County, Texas, no later than the twentieth (20th) day of the month prior to the month for which payment is sought, a properly completed CSBG Monthly Funding/Financial/Performance Report (TDHCA Form 85). Subrecipient shall submit to Department page 1 of a CSBG Monthly Funding/Financial/ Performance Report (TDHCA Form 85).
- B. No later than the twentieth (20th) day of the month following the beginning date of contract, and each month thereafter of the contract period, Subrecipient shall submit a Performance Report in narrative form describing the accomplishments of the program. In numerical order as per Exhibit A, Performance Statement, of this contract, Subrecipient shall report the cumulative accomplishments and progress toward the goal in each activity in the Performance Statement. Descriptions are to include quantitative data and measures and indicate geographic areas where activities are conducted. Other project accomplishments not included as goals in Exhibit A should be included in the Performance Report.
- C. Subrecipient shall submit to Department no later than sixty (60) days after the termination of this contract, a final CSBG Report (TDHCA Form 85) containing a full accounting of all funds expended under this contract. The failure of Subrecipient to provide a full accounting of funds expended under this contract shall be sufficient reason for Department to deny any future contracts to Subrecipient.

- D. Subrecipient shall submit to Department no later than sixty (60) days after the termination of this contract an inventory (TDHCA Form 27) of the nonexpendable personal property (as such is defined in Attachment N of the Uniform Grant Management Standards) acquired in whole or in part with funds received under this contract.
- E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this contract, including responses to monitoring reports, Department may, in its sole discretion, withhold any payment otherwise due or requested by Subrecipient hereunder. Payments withheld pursuant to this paragraph may be held by Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

SECTION 8. COMPLIANCE WITH LAWS

Subrecipient shall comply with all applicable laws, ordinances, codes, and regulations of the State, local, and federal governments.

SECTION 9. AMENDMENTS AND CHANGES

Any alteration, addition or deletion to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some manner by the terms of this contract.

SECTION 10. TERMINATION

- A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to immediately terminate and bring to an end all performances to be rendered under this contract, such termination to be effective upon receipt of written notification of termination by the other party. Should neither party exercise its right to terminate, then this contract will terminate in accordance with the terms of Section 2 of this contract
- B. Upon termination or receipt of notice to terminate, whichever occurs first, Subrecipient shall cease to incur costs under this contract.
- C. In no event shall Department be liable to Subrecipient for expenses incurred after the termination of this contract.

SECTION 11. POLITICAL ACTIVITY

None of the activities or performances rendered hereunder by Subrecipient shall involve and no portion of the funds received by Subrecipient hereunder shall be used for any political activity, including but not limited to any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation.

SECTION 12. SECTARIAN ACTIVITY

None of the activities or performances rendered hereunder by Subrecipient shall involve and no portion of the funds received by Subrecipient hereunder shall be used for any sectarian or religious activity.

SECTION 13. COPYRIGHT

Subrecipient shall not assert any rights at common law or in equity or establish any claim to statutory copyright in any material or information developed under this contract. Department shall have the right to use, copyright, reproduce, publish, or distribute any or all of such information and other materials without the necessity of obtaining any permission from Subrecipient and without expense and charge. Subrecipient shall have the right to use, reproduce, publish, or distribute any or all of such information and other materials without the necessity of obtaining any permission from Department and without expense and charge.

SECTION 14. CONFLICT OF INTEREST

Subrecipient covenants that it does not have, nor shall it acquire, any interest that would conflict in any manner with the performance of its obligations under this contract.

SECTION 15. ORAL AND WRITTEN AGREEMENTS

- A. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.
- B. Exhibit A, Performance Statement, is attached hereto and is hereby made part of this contract and constitutes promised performance by Subrecipient, in accordance with Section 3 and Section 4 of this contract.

WITNESS OUR HANDS EFFECTIVE _____, 2007.

Signed: _____
Juan D. Salinas, III
Hidalgo County Judge
Hidalgo County Community Services Agency

Approved and accepted on behalf of the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, an agency of the STATE OF TEXAS.

Signed: _____
Michael G. Gerber
Executive Director
Texas Department of Housing and Community Affairs

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Contractor **County of Hidalgo Community Service Agency**

Contract # **Unknown** **(STARR/ZAPATA COUNTIES)**

**COMMUNITY SERVICES BLOCK GRANT BUDGET
FY 2007**

<u>BUDGET CATEGORIES</u>	<u>AMOUNT</u>
1. Personnel (Detailed on Budget Support Sheet B.1)	\$ 32,394.00
2. Fringe Benefits (Detailed on Budget Support Sheet B.2)	\$ 5,556.00
3. Travel (Detailed on Budget Support Sheet B.2)	\$ 2,800.00
4. General Purpose Equipment (Detailed on Budget Support Sheet B.3)	\$.00
5. Supplies (Detailed on Budget Support Sheet B.2)	\$ 800.00
6. Contractual (Detailed on Budget Support Sheet B.4)	\$ 1,000.00
7. Other (Detailed on Budget Support Sheet B.5)	\$ 42,450.00
8. Indirect Costs (Based on currently approved Plan) _____% Base of _____	\$ _____
TOTAL	\$ 85,000.00

Approval of this budget constitutes approval of equipment purchases in amounts less than \$5,000 per unit. Department's prior written approval is required to purchase or lease of equipment with per-unit costs of \$5,000 or greater.