



URBAN COUNTY PROGRAM

#7161

1916 TESORO BLVD. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail ucp@bizrgv.rr.com

Sept. 13, 2006

Yvette Balderas
Hidalgo County Homeless Coalition
c/o City of McAllen
P.O. Box 220
McAllen, TX 78505-0220

REF: ESG - EXECUTED SUBRECIPIENT AGREEMENT

Dear Ms. Balderas:

Enclosed please find the executed Subrecipient Agreement between the Hidalgo County Homeless Coalition and the Urban County Program-ESG/UCP YR 19 (2006) for your files.

Please be advised that the effective date of this contract is July 11, 2006 and will end December 31, 2007. Expenses can be incurred as of this date. This gives your agency approximately 1½ years to spend your 2006 ESG funds. Also, keep in mind that your 2005 ESG grant ends April 30, 2007.

A mandatory orientation/training will be scheduled for all ESG subrecipients later in the month of October. We will keep you informed of the date for this training. It is important that persons involved in preparing the reimbursements be present.

Should you have any questions, please contact our office at 787-8127.

Sincerely,

Diana R. Serna
Executive Director

DRS/no

Enc.

STATE OF TEXAS {

COUNTY OF HIDALGO {

**EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

This Agreement, made and entered into on this the 11th day of July, 2006 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "ENTITY," a political subdivision of the State of Texas and **Hidalgo County Homeless Coalition**, a neighborhood based not-for-profit organization, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in **Exhibit A** can be carried out in the **ENTITY's** jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in **Exhibit A** are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I
Rules and Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESGP funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of ESGP funding in the amount of \$ 3,000.00 enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** *in writing* of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval *in writing* from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESGP funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** will conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESGP-funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESGP-funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structures funded under this Agreement are used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). *(Please note that there are no longer any attachments to Circular A-110).*

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and Hidalgo County Homeless Coalition**.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESGP funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with ESGP funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such assets be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESGP funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time periods shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement will be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A**.

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A**.

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

SECTION XVIII
Miscellaneous Provisions

14.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such events the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14.02 **No Waiver.** No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly nor through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally

delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

Hidalgo County
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**:

Hidalgo County Homeless Coalition
c/o City of McAllen - P.O. Box 220
McAllen, TX 78505
Fed I.D. # 20-1017016

14.05 (Continued) Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

14.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

14.11 **Authority to Execute.** The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XIX
Effective Date

The effective date of this contract shall be the 11th day of July, 2006, such date being the date the County Commissioners' Court approved entering into this Agreement with SUBRECIPIENT, and shall terminate on the 31st day of December, 2007. *Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP).

Approved and signed this 18th day of Aug, 2006.

Yvette Balderas
Yvette Balderas, President

Executing Official

Subrecipient Firm Name: Hidalgo County Homeless Coalition
Address: c/o City of McAllen - P.O. Box 220
McAllen, TX 78505
Fed. I.D. # or Soc. Sec. #: 20-1017016

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

Yvette Balderas, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this 18th day of Aug, 2006.



Ninfa Ozuna
Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Hilda Parzan

Diana R. Serna
Diana R. Serna
UCP Executive Director

Exhibit A
Statement of Work

Describe the type and amounts of services provided by your agency that will result from the use of grant Funds. (Please explain in detail. If additional space is needed, use additional paper.)

The funding of _____ will:

PLEASE BE SPECIFIC IN YOUR PROPOSED STATEMENT OF WORK

See Attached

The following services will be performed in this manner:

The following services will be expanded/added as a result of CDBG funds:

The following type of beneficiaries will be served:

The services will be provided at the following address and/or location(s):

Exhibit A – SOW

The funding for the Hidalgo County Homeless Coalition – Emergency Shelter Grant will provide sheltered and unsheltered homeless individuals and families the following services:

- Supply over-the-counter medicine such as antiseptic and ointments
- Provide meals sensitive to the clients that we are serving
- Distribute items such as blankets, clothing and bags/backpacks
- Make available hygiene items such as toothbrushes, toothpaste, toiletries, hand towels, soap, etc.

The following services will be performed in this manner:

We will provide these services in a coordinated effort throughout the County focusing on different locations each month. Currently, we are providing these services within the City of McAllen on the first Wednesday of each month. Based on the geographic need in areas outside of McAllen, we may be able to repeat this outreach in those cities. Additionally, funds will be utilized in conjunction with the point-in-time study.

The following services will be expanded/added as a result of CDBG (ESG) funds:

There are only three shelters in Hidalgo County: The Salvation Army's emergency shelter is used by the general public and the emergency and transitional shelters operated by Women Together are used by victims of domestic violence. We are intending to expand services to homeless individuals and families by including services to persons who are sheltered and those who are unsheltered. At the current time, we are the only agency coordinating these services.

The following types of beneficiaries will be served:

Individuals and families who are homeless or threatened with homelessness will be served. We will indicate their status on the HUD-approved eligibility form.

The services will be provided at the following addresses and/or locations:

The services will be provided at places frequented by homeless individuals and families including shelters, parks, under freeways, etc. These locations will be requested from local law enforcement personnel who know the areas best. Additionally, member agencies will provide information on potential locations. The project will be coordinated by the City of McAllen – Community Development Office located at 200 S. 10th St., Ste. 1300. Correspondence may be sent to the CD Office at P.O. Box 220, McAllen, TX 78505-0220.

**Exhibit B-1
Grant Budget**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Clothing - underclothes, socks, shoes, gloves, shirts, pants, jackets, etc.	\$ 1,000
Food/Drinks	\$ 600
Blankets	\$ 500
Hygiene Items - Toothbrushes, toothpaste, washcloths, soap, shampoo, deodorant, etc.	\$ 400
Bags/Backpacks	\$ 250
Meicine, - ointment, antiseptic, bandages, etc.	\$ 250
	\$
	\$
TOTAL GRANT BUDGET:	\$ 3,000 ✓

Exhibit B-2
PAYMENT SCHEDULE

**EXHIBIT B-1
PAYMENT SCHEDULE**

20 <u>06</u> - 20 <u>07</u> For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2006	165.00	Clothing, food, blankets, hygiene items, bags/backpacks and medicine
Aug. 2006	165.00	same
Sept. 2006	165.00	same
Oct. 2006	165.00	same
Nov. 2006	165.00	same
Dec. 2006	165.00	same
Jan. 2007	165.00	same
Feb. 2007	165.00	same
March 2007	165.00	same
April 2007	165.00	same
May 2007	165.00	same
June 2007	165.00	same
July 2007	165.00	same
Aug. 2007	165.00	same
Sept. 2007	165.00	same
Oct. 2007	165.00	same
Nov. 2007	165.00	same
Dec. 2007	195.00	same
Total	3,000.00	

Exhibit C Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:

- a). Period covered by Performance Report
- b). Type of services provided
- c). Type of Equipment/Supplies Purchased
- d). Amount of fund Expended
- e). Number of Beneficiaries Served & Ethnicity Data
 - _____ White, non Hispanic
 - _____ Black, non Hispanic
 - _____ Native American
 - _____ Asian or Pacific Islander
 - _____ Hispanic
 - _____ Total

- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.
- ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type - Rehabilitation, Services, Operation - is presented.)
- Activity Types:** Briefly describe the accomplishments from each eligible activity - Rehabilitation, Services, Operations - funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.
- Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

UM - Unaccompanied Men
UW - Unaccompanied Women
UFY - Unaccompanied Female Youth under 18 years of age
UMY - Unaccompanied Male Youth under 18 years of age
SPF - Single Parent Families
TPF - Two Parent Families
AC - Adult Couples without children
DK - Don't Know

Note: If there is more than one beneficiary type, list all with the predominant beneficiary type listed first.

- Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night _____.

Racial and Ethnic Data (Continued):

Portion Served:

_____	White, non Hispanic
_____	Black, non Hispanic
_____	Native American
_____	Asian or Pacific Islander
_____	Hispanic
_____	Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

2006-2007 For the Month of	Number of Beneficiaries	Services
July 2006	12	Emergency Shelter-Maint. & Oper.-Homeless Prevention Activities
Aug. 2006	12	"
Sept. 2006	12	"
Oct. 2006	12	"
Nov. 2006	12	"
Dec. 2006	12	"
Jan. 2007	40	"
Feb. 2007	12	"
March 2007	12	"
April 2007	12	"
May 2007	20	"
June 2007	35	"
July 2007	12	"
Aug. 2007	12	"
Sept. 2007	12	"
Oct. 2007	12	"
Nov. 2007	12	"
Dec. 2007	12	"
Total	275	"