

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

AMENDED SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the 18th day of March, 2008, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and the Delta Youth Center, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached **Exhibit A** "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

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 Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A** "Statement of Work" for and in consideration of payment in the amount of Sixty-Five Thousand Dollars (\$65,000.00), and as delineated in **Exhibit B-1** "Grant Budget" and **B-2** "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, of any changes in its Statement of Work, CDBG Funded Activity 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, CDBG Funded Activity 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 C** "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, of any changes, delays or departures from the schedule. If 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.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in **Exhibit D “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 CDBG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall 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). **SUBRECIPIENT** shall attend an orientation after the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor’s findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**’s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in **Exhibit E “Requests for Payments”** of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by 15th of each month an accounting of program income through financial records outlined in **Exhibit D**. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds will be returned to **ENTITY** at the end or termination of this agreement for either reallocation or to be reprogrammed by **ENTITY**.

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 structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

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SECTION VIII
Uniform Administrative Requirements

Subrecipients, **except subrecipients that are governmental entities**, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in **Exhibit F** and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and sub recipients that are **governmental entities** (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in **Exhibit G** and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

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 furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within six (6) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **If the SUBRECIPIENT expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt SUBRECIPIENT, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the most recent fiscal year ended Further, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquires regarding the audit. SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.**

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, (web page link provided above) if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in **Exhibits A through G**.

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and Delta Youth Center.

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 CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) 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 CDBG funds by the **SUBRECIPIENT** must be done with prior written 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 asset 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
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from 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 shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

Initials _____

SECTION XIII

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 Part 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 XIV

Conflict of Interest

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise 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 in **Exhibit A**, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

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.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent 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 XII

Legal Action and Venue

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 XIII

Miscellaneous Provisions

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 event 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.

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.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or 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.

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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.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

Delta Youth Center
P.O. Box 751
Elsa, Texas 78543
Email: elopez@edinburgkids.com
Phone: (956) 262-7278
Fax: (956) 262-3335

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.

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.

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.

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

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.

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.

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 XVII
Effective Date

The effective date of this agreement shall be the 18th day of March, 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May, 2008.

Approved and signed this _____ day of _____, 2007.

Authorized Official

SUBRECIPIENT Firm Name: Delta Youth Center

Address: P.O. Box 751

City/State/Zip: Elsa, Texas 78543

Fed. I.D. # or Soc. Sec. #: 26-0260638

DUNS # 807789354

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, 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 _____ day of _____, 2007.

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness: _____

Diana R. Serna, Director

Initials _____

INSTRUCTIONS FOR EXHIBIT A

Statement of Work

1. Include a detailed description of the services that your agency expects to provide through this funding. Be specific on how the funds will be utilized.
2. Describe the program beneficiaries, numbers, income and area of residency.
3. Provide explanation on how, and by how much, fund will provide an increase in services (if not a new service) to extremely low, low, and low to moderate income residents from that of previous years.
4. List any other related information.

NOTE- Persons assisted by a specific program on a daily or weekly basis must only be counted ONCE for the month.

Exhibit A
Precinct No. 1
Statement of Work

Describe the type and amounts of services provided by our agency that will result from the use of grant Funds.

The funding of \$ 40,000.00 will:

1. Provide positive alternatives for youth.
2. Provide supervised programs for youth ages six (6) to eighteen (18) years of age in this community.
3. Expand and enhance youth development services in the community.
4. Collaborated effort with the Boys & Girls Clubs of America, City of Elsa, City of Edcouch, Edcouch-Elsa Independent School District, Monte Alta ISD, Hidalgo County Precinct No. 1, and United Way of South Texas, business community, along with funding sources.

The following services will be performed in the following manner:

Programs will be conducted daily during after-school hours at the Delta Central Unit utilizing a facility located at Yellow Jacket Drive, Delta West Unit located at 700NW Hidalgo Street in Elsa and at the Monte Alto School located in Monte Alto. We will also provide outreach activities at all these sites as well as at Edinburg and locations in Hidalgo for special programs and field trips.

The following services will be expanded/added as a result of C.D.B.G. fund expenditures:

1. Serve youth ages of six (6) eighteen (18) years of age as registered club members.
2. Involve youth in year round sports, fitness and recreation programs.
3. Involve youth in year round Character & leadership development programs utilizing BGCA curriculum.
4. Involve youth in year round health and life skills programs.
5. Involve youth in year round education and career development programs.
6. Involve youth in year round arts programs.

The following type of beneficiaries will be served:

The services provided at the Delta Youth Center through the programs in the Edcouch, Monte Alto and Elsa communities would serve up to 350 youth between the ages of six (6) to eighteen (18) years during the year and during the summer months.

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

Most activities will be conducted at the Delta Youth Center – Delta Central Unit located ¼ mile on Yellow Jacket from HWY 107. Services will also be provided at the Delta West Unit located at the Mario Leal Park at 700 NW Hidalgo Street. Services will be provided at the Monte Alto outreach site located in the Monte Alto Community Center in Monte Alto. We will also participate in Edinburg activities for league play, field trips, and special events.

Exhibit B-1

Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries for Staff: 1 Program Supervisor 3 Coordinators - (1) West unit, (1) Central unit & (1) North unit 7 Program Leaders - (3) Central unit, (2) West unit & (2) North unit	\$ 30,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 30,000.00

EXHIBIT B-2

PAYMENT SCHEDULE

2007 - 2008 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2007		
August 2007		
September 2007		
October 2007		
November 2007		
December 2007		
January 2008		
February 2008		
March 2008	\$10,000.00	Salaries
April 2008	\$10,000.00	Salaries
May 2008	\$10,000.00	Salaries
TOTALS:	\$30,000.00	

**Exhibit C
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 eleven months from contract date.

2007 - 2008 For the months of...	Number of Beneficiaries	Services
July 2007		
August 2007		
September 2007		
October 2007		
November 2007		
December 2007		
January 2008		
February 2008		
March 2008	250	Youth development programs in the five core areas of character & leadership development, health and life skills, education & career development, the arts & sports and recreation fitness.
April 2008	300	
May 2008	350	
Total Unduplicated Year:	350	

**EXHIBIT D
RECORDS & REPORTS**

1. When requesting payment, attach the CDBG Request Form (signed by the Authorized Individual in original ink) with the following documents:
 - Copies of program applications, timesheets, verbal quotations, invoices, and other supporting documentation (such as sales receipts and 941 IRS quarterly reports)
 - Copies of cancelled checks or bank statements

2. A **Monthly Activity Report** must be submitted to the Community Development Department accompanying each request for payment form. Each activity report must have the following items:
 - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities

 - **Number of Persons Assisted with New Access to Service/Benefit**

 - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

 - **Number of Low-Mod Beneficiaries**

 - **Racial Data**
 - White
 - Black/African American
 - Asian
 - American Indian/Alaskan Native
 - Native Hawaiian/Other Pacific Islander
 - Asian & White
 - Black & White
 - Am. Indian/Alaskan Native & White
 - Black/African American & White
 - Other Multi-Racial

 - **Number of Hispanics Served**

 - **Number of Persons Served Living with a Disability**

 - **Number of Female Head of Households**

 - **Specific Income Levels of persons or households with the categories of extremely low, low, moderate and non-low income.**

- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How funds used made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
 - **Other significant information** (such as special events, fundraisers, awards, etc.)
 - **Program Pictures:** Agency agrees to submit pictures of their program activities prior to the end date of this Agreement.
3. All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:
- Written agreements must be retained for four (4) years after the agreement terminates.
 - If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
 - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
4. Subrecipient must maintain proper financial records.

EXHIBIT E
REQUESTS FOR PAYMENT

- 1) SUBRECIPIENT shall submit monthly reimbursement requests for payment. SUBRECIPIENT shall submit copies of cancelled checks and other supporting documentation along with each monthly reimbursement request. As per Section IV of this Agreement, CITY shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

- 2) SUBRECIPIENT shall submit monthly reimbursement requests and reports on the CDBG Reimbursement Request Form along with supporting documentation no later than the **15th of every month**. Reimbursement checks generally will be mailed out within fourteen working days. Monthly Requests received after the due date will not be processed until the following week and reimbursement checks will not be available until two weeks after the day of receipt.

Exhibit F

Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education,
Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”