

**AMENDMENT TO EXHIBIT "A"  
PERFORMANCE STATEMENT**

The Advocacy Resource Center for Housing (ARCH) having been certified as a non-profit, has been allocated ESG Funds. The non-profit shall carry out the following activities identified in its ESG Funds Application:

**ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES**

The Advocacy Resource Center for Housing shall utilize ESG Funds for essential services and homeless prevention activities. Essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of \$64,390.00 was awarded; \$24,390.00 essential services and \$40,000.00 for homeless prevention activities.

The subrecipient agreement entered between the Advocacy Resource Center for Housing and the Hidalgo County –Urban County Program was approved on July 1, 2009 and will end on December 31, 2010.

The Advocacy Resource Center for Housing has requested of the Urban County Program that their agreement be extended until March 31, 2011 to be able to expend all the funds awarded. The total grant amount awarded to the Advocacy Resource Center for Housing in the amount of \$ 64,390.00 will not change.

**AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON \_\_\_\_\_, 2010.**

**County:**  
**Hidalgo County**

**Non-Profit**  
**Advocacy Resource Center for Housing**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Urban County Program Director  
Title

Executive Director  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



ADVOCACY RESOURCE CENTER FOR HOUSING

2507 Buddy Owens  
McAllen, Texas 78501  
Ph: (956) 631-4277  
Fax: (956) 631-4277 (call-1<sup>st</sup>)

December 08, 2010

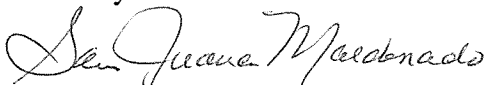
Mrs. Diana Serna  
Urban County Program  
1916 Tesoro Boulevard  
Pharr, Texas 78577

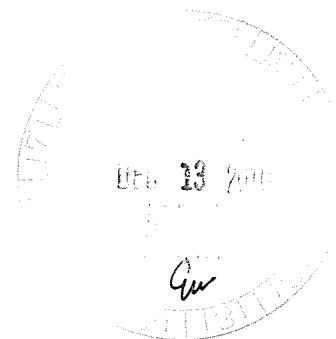
Regarding: A request for an Extension of time to completing our sub-recipient agreement – ESG  
YR 22 - 2009

Dear Mrs. Diana Serna, Executive Director

Our ESG YR 22 – 2009 grant was awarded for \$64,390.00 and is divided into \$24,390.00 for essentials and \$40,000.00 for homelessness assistance. The agreement was awarded in July 1, 2009 but expenditures were not approved till 8/ 2009. Lack of operational funds has caused us to have approximately \$12,425.00 of funds that have not been used yet. **This letter is to request an extension of time to March 31, 2011 to complete our sub-recipient agreement on ESG YR 22 -2009.** Like other nonprofits, we experienced a shortage of funds needed to spend first in client assistance, before we could turn around and submit for reimbursement to your department for the assistance we provided to clients needing help with rent, house deposits, house utilities or foreclosure. We feel confident that with the approval of this additional time we will complete our commitment. We are enthusiastic about working with Urban County and we look forward to reaching out to our communities and forwarding Urban County funds to the many needy families struggling to keep a roof over their heads. Please call me, if you have any question at (956) 624-4006 and I look forward to your reply.

Sincerely

  
San Juanita Maldonado, Executive Director  
Advocacy Resource Center for Housing  
sjm/arch





this Agreement for and in consideration of ESG funding in the amount of \$64,390.00 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 departures 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 ESG 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).

### **SECTION V Payment Requests and Program Income**

**SUBRECIPIENT** agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG 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.

accordance with its terms.

**SECTION XIX  
Effective Date**

The effective date of this contract shall be the 1st day of July, 2009, 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 2010. \*Non-profits funding will be for a period of one and one half (1 1/2) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.

Approved and signed this 20th day of July, 2009.

San Juana Maldonado  
**San Juana Maldonado, Ex. Director  
Executing Official**

**Subrecipient Firm Name:** Advocacy Resource Center for Housing  
**Address:** 2507 Buddy Owens  
McAllen, TX 78504

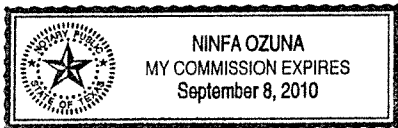
**Fed. I.D. # or Soc. Sec. #:** 74-2742006

STATE OF TEXAS {

COUNTY OF HIDALGO {

Janie Maldonado (San Juana Maldonado), 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 20th day of July, 2009.



[Signature]  
Notary - Signature

**Witness:**

**COUNTY OF HIDALGO  
URBAN COUNTY PROGRAM**

[Signature]  
**Diana R. Serna, UCP Exec. Director**

**Exhibit B-1  
Grant Budget**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Essential Services	\$ 24,390.00
Homeless Prevention	\$ 40,000.00
<b>TOTAL GRANT BUDGET:</b>	<b>\$ 64,390.00</b>

**EMERGENCY SHELTER GRANT PROGRAM  
YR 22 – 2009  
NON-PROFIT BALANCES  
12-15-10**

<b>NAME OF NON-PROFIT</b>	<b>GRANT AMT.</b>	<b>TOTAL DRAWN</b>	<b>PENDING DRAWS</b>	<b>BALANCE</b>
<b>American Red Cross</b>	<b>60,000.00</b>	<b>26,336.94</b>		<b>33,663.06</b>
<b>ARCH</b>	<b>64,390.00</b>	<b>46,482.47</b>	<b>4,922.52</b>	<b>12,985.01</b>
<b>Mujeres Unidas/ Women Together</b>	<b>116,309.00</b>	<b>64,251.24</b>	<b>10,845.88</b>	<b>41,211.88</b>
<b>The Salvation Army</b>	<b>112,078.00</b>	<b>40,573.77</b>		<b>71,504.23</b>
	<b>352,777.00</b>	<b>177,644.42</b>	<b>15,768.40</b>	<b>159,364.18</b>