

**AMENDMENT TO EXHIBIT “A”
PERFORMANCE STATEMENT**

AMERICAN RED CROSS, 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:

OPERATIONS UNDER HOUSING

American Red Cross shall utilize ESG Funds for operations under housing. American Red Cross utilizes the funds to provide vouchers for housing, clothing and food for victims of fire and other catastrophes. A total of \$60,000.00 was awarded to American Red Cross.

The subrecipient agreement entered between American Red Cross and the Hidalgo County–Urban County Program was approved on July 1, 2009 and will end on December 31, 2010.

American Red Cross 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 American Red Cross (\$60,00.00) will not change.

**AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS’
COURT ON _____, 2010.**

County:
Hidalgo County

Non-Profit
American Red Cross

Name

Name

Urban County Program Director
Title

Executive Director
Title

Date: _____

Date: _____



American Red Cross

South Texas Chapter

Serving Cameron, Hidalgo, Starr & Willacy Counties
www.southtexasredcross.com

Administrative Offices

P.O. Box 2202
6914 N. Expressway 83
Harlingen, TX 78551 2202
Tel: (956) 423-0523
Fax: (956) 423-0542

Service Centers:

Harlingen
6914 N. Expressway 83
Tel: (956) 423-0523
Fax: (956) 423-0542

Pharr

425 W. State St.
Tel: (956) 787-7851
Fax: (956) 787-6841

December 7, 2010

Urban County Program

Attn: Diana R. Serna
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna

We are requesting an extension to use the funds awarded for the Year 22 Grant until March 31, 2011. At this time we have a balance of \$ 32,254.58 and of that we are working on submitting a request for reimbursement in the amount of \$14,620.88 which will leave us the balance of \$17,633.70 to use up through the end of March, if approved.

We will greatly appreciate your help in this matter as we are doing our best to meet Urban County and HUD requirements for this grant, which is of great benefit to the American Red Cross. Please feel free to contact us should you have any further questions.

Sincerely,

Michael Huckabee
Executive Director
American Red Cross



STATE OF TEXAS {}

COUNTY OF HIDALGO {}

**2009-YR 22
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

This Agreement, made and entered into on this the 1st day of July, 2009 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "ENTITY," a political subdivision of the State of Texas and **The American Red Cross**, 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 ESG 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 ESG funding in the amount of \$ 60,000.00 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 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**.

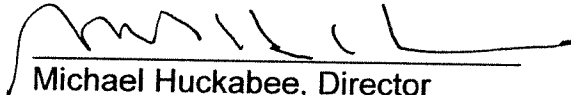
Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

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 Dec., 2010. *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).). An extension can be granted by the UCP director up to a period of 2 years.

Approved and signed this 28th day of July, 2009.

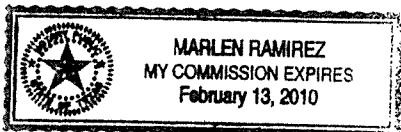

Michael Huckabee, Director
Executing Official

Subrecipient Firm Name: American Red Cross
Address: 16281 S. Expressway 83
Harlingen, TX 78551-2202
Fed. I.D. # or Soc. Sec. #: 74-1152595

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

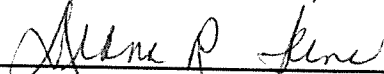
_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this 12th day of August, 2009.




Notary - Signature

Witness:

**COUNTY OF HIDALGO
URBAN COUNTY PROGRAM**

Diana R. Serna, UCP Exec. Director

**Exhibit B-1
Grant Budget**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	\$ 60,000.00
Disaster Relief Services: Food, Clothing, Shelter	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

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

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