

STATE OF TEXAS {

COUNTY OF HIDALGO {

**2011 – YR 24
EMERGENCY SOLUTION GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

This Agreement, made and entered into on this the 5th day of July, 2011 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "ENTITY," a political subdivision of the State of Texas and **Mujeres Unidas/Women Together**, 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 Solutions Grant Program activities CFDA No. 14.231 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 \$191,745.00 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 ESG 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 structure funded under this Agreement be 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).

**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 Mujeres Unidas/Women Together**.

**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 ESG 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 ESG 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 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 **Use as an Emergency Shelter**

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

If the **SUBRECIPIENT** uses ESG 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 period 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 shall 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 intents 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 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.

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 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.

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**:

Mujeres Unidas/Women Together
511 N. Cynthia
McAllen, TX 78501
Fed I.D. # 74-2007536

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 5th day of July, 2011, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the 5th day of January, 2013. *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 _____ day of _____, 2011.

Estella De Anda, Director
Executing Official

Subrecipient Firm Name:

**Mujeres Unidas/Women Together
Address: 511 N. Cynthia
McAllen, TX 78501
FED,I.D.#74-2007536**

STATE OF TEXAS }
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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 _____, 2011.

Notary - Signature

Witness:

**COUNTY OF HIDALGO
URBAN COUNTY PROGRAM**

Diana R. Serna
UCP Executive Director

**Exhibit A
Statement of Work**

The funding of \$191,745 will be utilized to provide the following services:

Emergency Shelter - Staff will provide emergency shelter for victims of domestic violence and sexual assault including children. Essential services are provided by staff including programs for children.

Transitional Supportive Housing – Staff provide longer-term housing (for 18 months) and the caseworker provides case management for victims of domestic violence, sexual assault and child abuse. Life skills, parenting and therapeutic interventions are part of their case management throughout their involvement in the program.

McAllen Satellite Outreach Center – Staff provide outreach to the community, legal advocacy, crisis intervention on the telephone hotline and face-to-face counseling. Provide information and referrals to Medical/MHMR and other social service agencies.

Weslaco Satellite Outreach Center - Staff provide outreach to the community, legal advocacy, crisis intervention on the telephone hotline and face-to-face counseling. Provide information and referrals to Medical/MHMR and other social service agencies.

Women Together Family Justice Center – Staff provide counseling for individuals and groups. Direct rape crisis services, legal advocacy, telephone hotline, crisis intervention, community education, and outreach & support groups for victims are part of the services provided. Provide information and referrals to Medical/MHMR and other social service agencies.

The following services will be performed in this manner:

Agency staff will provide the stated services at the specified locations, face-to-face and on the crisis hotline. Staff will also conduct outreach and educational programs in the community.

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

Emergency Shelter – We anticipate a 10% increase in clients, funds will allow us to expand the children's program, provide assistance with daycare and transportation.

Transitional Supportive Housing – Expand and enhance case management services by providing GED, ESL, job training information, day care assistance and referrals.

McAllen Satellite Outreach Center – 15% increase in legal services and 10% increase in telephone hotline calls and face-to-face counseling.

Family Justice Center – Staff will provide a 10% increase in crisis intervention, counseling, legal advocacy and support groups for victims.

The following type of beneficiaries will be served:

The target population is victims of domestic violence and / or sexual assault. Ninety-five percent of our clients are low income with 5% being moderate income.

McAllen Shelter projected numbers to be sheltered, 328 women and 559 children for a total of 887.

Transitional Support Housing—Project housing 20 families consisting of 103 women and children; and projected 276 youth and children in the Life Skills Sessions 78501 zip code.

Family Justice Center, McAllen Satellite Outreach Center, & Weslaco Satellite Center

Enhance and expand domestic violence and Rape Crisis Services; increase hotline intervention by 10%; (3,187 x 10% = 3,506); direct services – increase clients requesting counseling (3,506) and other supportive services by 10% (6,378 x 10% = 7,016).

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

Emergency shelter address is confidential for safety reasons. It is located in McAllen, Tx.

Transitional Supportive Housing is located at 501 N. Cynthia St in McAllen Texas.

McAllen Satellite Outreach Center is located at 420 N. 21st Street in McAllen, Texas

Women Together Family Justice Center is located at 511 N. Cynthia, McAllen, Texas

Weslaco Outreach Center is located at 111 W. 5th Street, Weslaco, Texas

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**Exhibit B
PAYMENT SCHEDULE**

See Attachments

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 B-1
Grant Budget**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Maintenance & Operations	\$139,858.00
Essential Services	\$ 51,887.00
TOTAL GRANT BUDGET:	\$ 191,745.00

**EXHIBIT B-2
PAYMENT SCHEDULE**

2011 - 2012 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2011	\$10,652.50	maint. & operations, essential services for the 4 centers.
Aug. 2011	\$10,652.50	maint. & operations, essential services for the 4 centers.
Sept. 2011	\$10,652.50	maint. & operations, essential services for the 4 centers.
Oct. 2011	\$10,652.50	maint. & operations, essential services for the 4 centers.
Nov. 2011	\$10,652.50	maint. & operations, essential services for the 4 centers.
Dec. 2011	\$10,652.50	maint. & operations, essential services for the 4 centers.
Jan. 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
Feb. 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
March 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
April 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
May 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
June 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
July 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
Aug. 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
Sept. 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
Oct. 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
Nov. 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
Dec. 2012	\$10,652.50	maint. & operations, essential services for the 4 centers.
TOTALS:	\$191,745.00	

**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 18 months from contract date.

20 11 - 2012 For the Months of...	Number of Beneficiaries	Services
July 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Sept. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2011	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Jan. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Feb. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
March 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
April 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
May 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
June 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
July 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Sep. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2012	345	Emergency Shelter; maint. & operations and essential services to 4 centers
Total Unduplicated Year	6210	