

STATE OF TEXAS {

COUNTY OF HIDALGO {

2012 – YR 25
EMERGENCY SOLUTIONS GRANTS PROGRAM

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the 4th day of September, 2012 by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "ENTITY," a political subdivision of the State of Texas and **The Salvation Army**, 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; 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;

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 Grants Program ("ESG") 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 \$ 68,500.00 enumerated in **Exhibit B: Payment Schedule**.

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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.

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SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that Entity may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.

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 or Audit.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §576.501, 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 The Salvation Army**.

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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 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a minimum of three years.

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.

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**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.

Initials: _____

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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**:

The Salvation Army
1600 N. 23rd
McAllen, TX 78501
Fed I.D. # 58-0660607

Initials: _____

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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 **Participation in HMIS**

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

Initials: _____

Revised 8/2012

SECTION XX
Effective Date

The effective date of this contract shall be the 4th day of September, 2012, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the 30th day of December, 2013. ***Non-profits funding will be for a period of one and one half (1½) 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 _____, 2012.

Russ Keeney
Commanding Officer

Subrecipient Firm Name: The Salvation Army
1600 N. 23rd
McAllen, TX 78501
FED I.D.# 58-0660607

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 _____, 2012.

Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Diana R. Serna
UCP Executive Director

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: August 16, 2012

Initials: _____

EXHIBIT A

STATEMENT OF WORK

Emergency Shelter

Funds may be used for renovation of emergency shelter facilities and the operation of those facilities.

Homeless Prevention

Financial assistance includes rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

HMIS

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Administration

Employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homeless prevention, rapid re-housing, and HMIS activities are eligible costs of those activities and not subject to the spending limit for administrative costs.

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**EXHIBIT B-1
Grant Budget**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	
Emergency Shelter Essential Services \$ 0.00 Operations \$50,000.00	\$50,000.00
Homeless Prevention	
HMIS	\$2,500.00
Administration	\$1,000.00
TOTAL GRANT BUDGET:	\$ 68,500.00

Initials: _____

Revised 8/2012

EXHIBIT B-2 PAYMENT SCHEDULE

2012 - 2013 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2012	0.00	
Aug. 2012	0.00	
Sept. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2012	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Jan. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Feb. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
March 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
April 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
May 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
June 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
July 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Aug. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Sept. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2013	4,281.25	Emergency Shelter, Homeless Prevention, HMIS, Administration
TOTALS:	\$ 68,500.00	

Initials: _____

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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 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.

C. 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**

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Revised: 8/2012

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.

Initials: _____

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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 12 - 2013 For the Months of...	Number of Beneficiaries	Services
July 2012		
Aug. 2012		
Sept. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2012	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Jan. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Feb. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
March 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
April 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
May 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
June 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
July 1013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Aug. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Sept. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Oct. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Nov. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Dec. 2013	50	Emergency Shelter, Homeless Prevention, HMIS, Administration
Total Unduplicated Year	800	

Initials: _____

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