

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 30th day of June, 20 14 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and Amigos Del Valle, Inc., hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), to 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 (the "Statement of Work") 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 receipt of which is hereby acknowledged, 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 CFDA No. 14.218 (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 the Statement of Work for and in consideration of payment in the amount of \$66,568.00, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

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 the Schedule of Activity of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the Schedule of Activity. If SUBRECIPIENT demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the 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. Monthly performance reports must be submitted on or before the 15th of every month.

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, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to 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 the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2015) of the Agreement termination 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 the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. 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 at the end or termination of this agreement will be reallocated or 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.

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 provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients 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 other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

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.

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$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

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter 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.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions - 24 CFR Part 85").

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, (*i.e., timely submittal of monthly reports and/or reimbursements*), 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 may terminate this 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 or any breach of this Agreement. 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. 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 the Amigos Del Valle, Inc.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from 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 the Statement of Work.

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 this 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.

SECTION XIII Procurement

SUBRECIPIENT agrees to follow the statutes and rules governing the ENTITY in 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.

SECTION XIV Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not 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 the Statement of Work, 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 Statement of Work 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 in the Statement of Work.

SECTION XV 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 and all 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 written 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 XVI 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.

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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

AMIGOS DEL VALLE, INC.
c/o Jose E. Garza, Executive Director
1116 N. Conway Avenue
Mission, Texas 78572
Phone #: (956) 581-9494
Fax #: (956) 581-7743
Email: jgarza@advrgv.org

INITIALS _____

Revised June 2011

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 Unites 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 1st day of July 2014 and shall terminate on the 31st day of May, 2015.

Approved and signed this _____ day of _____, 20__.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: Amigos Del Valle, Inc.

Address: 1116 N. Conway Avenue

City/State/Zip: Mission, Texas 78572

Federal I.D. # or Soc. Sec. #: 74-1815988

DUNS #: 30926513

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

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_____ 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 _____, 20__.

(Seal)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

APPROVED AS TO FORM

Atlas & Hall L.L.P.

By: Steve Crain

Date: June 21, 2011

INITIALS _____

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

1616 hot noon meal plates to 10 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 8,000.00 Awarded By: Precinct 1

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing and delivery of hot noon meals to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Three (3) home delivery drivers will package and deliver a hot noon meal to home bound seniors Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days.

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 1,616 additional meal plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Ten (10) unduplicated seniors with low to moderate income; Precinct #1 seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 1 area out of the Weslaco Senior Center located at 2101 W. 6th Street, Weslaco.

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$8,000.00 / \$4.95 = 1,616$ meals / 165 days = 10 Seniors	\$ 8,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 8,000.00

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

<u>2014</u> - <u>2015</u> For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	<u>Type of Budgeted</u> <u>Expenditures</u>
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	1,000.00	Raw food preparation packaging & meal delivery
November	1,000.00	Raw food preparation packaging & meal delivery
December	1,000.00	Raw food preparation packaging & meal delivery
January	1,000.00	Raw food preparation packaging & meal delivery
February	1,000.00	Raw food preparation packaging & meal delivery
March	1,000.00	Raw food preparation packaging & meal delivery
April	1,000.00	Raw food preparation packaging & meal delivery
May	1,000.00	Raw food preparation packaging & meal delivery
TOTAL:	\$8,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	10	Delivery of hot noon meals
November	10	Delivery of hot noon meals
December	10	Delivery of hot noon meals
January	10	Delivery of hot noon meals
February	10	Delivery of hot noon meals
March	10	Delivery of hot noon meals
April	10	Delivery of hot noon meals
May	10	Delivery of hot noon meals
Total for the Year:	10	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

1,616 hot noon meal plates to 10 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 8,000.00 Awarded By: Precinct 2

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Two (2) home delivery drivers will package and deliver a hot noon meal to home bound seniors Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 1,616 additional meal plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Ten (10) unduplicated seniors with low to moderate income; Precinct #2 seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 2 area out of the San Juan Senior Center located at 600 W. 1st Street.

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$8,000.00 / \$4.95 = 1,616 \text{ meals} / 165 \text{ days} = 10 \text{ Seniors}$	\$ 8,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 8,000.00

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

<u>2014 - 2015</u> For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	<u>Type of Budgeted</u> <u>Expenditures</u>
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	1,000.00	Raw food preparation packaging & meal delivery
November	1,000.00	Raw food preparation packaging & meal delivery
December	1,000.00	Raw food preparation packaging & meal delivery
January	1,000.00	Raw food preparation packaging & meal delivery
February	1,000.00	Raw food preparation packaging & meal delivery
March	1,000.00	Raw food preparation packaging & meal delivery
April	1,000.00	Raw food preparation packaging & meal delivery
May	1,000.00	Raw food preparation packaging & meal delivery
TOTAL:	\$8,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	10	Delivery of hot noon meals
November	10	Delivery of hot noon meals
December	10	Delivery of hot noon meals
January	10	Delivery of hot noon meals
February	10	Delivery of hot noon meals
March	10	Delivery of hot noon meals
April	10	Delivery of hot noon meals
May	10	Delivery of hot noon meals
Total for the Year:	10	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

2,222 hot noon meal plates to 13 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 11,000.00

Awarded By: Precinct 3

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meal to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Five (5) home delivery drivers will package and deliver a hot noon meal to home bound seniors Monday-Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days.

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 2,222 additional plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Thirteen (13) unduplicated seniors with low to moderate income; Precinct #3 seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 3 area out of the Mission Senior Center located at 1303 Matamoros St., Mission

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$11,000.00 / \$4.95 = 2,222$ meals / 165 days = 13 Seniors	\$ 11,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 11,000.00

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

<u>2014 - 2015</u> For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	<u>Type of Budgeted</u> <u>Expenditures</u>
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	\$1,375.00	Raw food preparation packaging & meal delivery
November	\$1,375.00	Raw food preparation packaging & meal delivery
December	\$1,375.00	Raw food preparation packaging & meal delivery
January	\$1,375.00	Raw food preparation packaging & meal delivery
February	\$1,375.00	Raw food preparation packaging & meal delivery
March	\$1,375.00	Raw food preparation packaging & meal delivery
April	\$1,375.00	Raw food preparation packaging & meal delivery
May	\$1,375.00	Raw food preparation packaging & meal delivery
TOTAL:	\$11,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change.** The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	13	Delivery of hot noon meals
November	13	Delivery of hot noon meals
December	13	Delivery of hot noon meals
January	13	Delivery of hot noon meals
February	13	Delivery of hot noon meals
March	13	Delivery of hot noon meals
April	13	Delivery of hot noon meals
May	13	Delivery of hot noon meals
Total for the Year:	13	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

1,515 hot noon meal plates to 9 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 7,500.00 Awarded By: Precinct 4

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meal to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Two (2) home delivery drivers will package and deliver a hot noon meal to home bound seniors Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days.

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health, education, quality home visit assessments, and increase information and referral services. Funds will allow 1,515 additional meal plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Nine (9) unduplicated seniors with low and moderate income: Precinct 4 seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 4 area out of the Edinburg Senior Center located at 1210 E. Kuhn Street, Edinburg.

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$7,500 / \$4.95 = 1,515$ meals / 165 days = 9 Seniors	\$ 7,500.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 7,500.00

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014 - 2015 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	\$937.50	Raw food preparation packaging & meal delivery
November	\$937.50	Raw food preparation packaging & meal delivery
December	\$937.50	Raw food preparation packaging & meal delivery
January	\$937.50	Raw food preparation packaging & meal delivery
February	\$937.50	Raw food preparation packaging & meal delivery
March	\$937.50	Raw food preparation packaging & meal delivery
April	\$937.50	Raw food preparation packaging & meal delivery
May	\$937.50	Raw food preparation packaging & meal delivery
TOTAL:	\$7,500.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure exceeds the estimated amount by 50%. If the *actual* monthly expenditure is less than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

201 <u>4</u> - 201 <u>5</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	9	Delivery of hot noon meals
November	9	Delivery of hot noon meals
December	9	Delivery of hot noon meals
January	9	Delivery of hot noon meals
February	9	Delivery of hot noon meals
March	9	Delivery of hot noon meals
April	9	Delivery of hot noon meals
May	9	Delivery of hot noon meals
Total for the Year:	9	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

418 hot noon meal plates to 3 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 2,068.00 Awarded By: Donna

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing and delivery of hot noon meals to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

One (1) Home Meal Deliverer will package and deliver a hot noon meal to home bound seniors Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days.

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health education, quality home visit assessments and increase information and referral services. Funds will allow 418 meal plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Three (3) unduplicated seniors with low to moderate income; Donna seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Donna area out of the Donna Senior Center located at 1408 W. Silver Street, Donna

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$2,068.00 / \$4.95 = 418 \text{ meals} / 165 \text{ days} = 3 \text{ Seniors}$	\$ 2,068.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 2,068.00

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

<u>2014</u> - <u>2015</u> For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	<u>Type of Budgeted</u> <u>Expenditures</u>
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	\$258.50	Raw food preparation packaging & meal delivery
November	\$258.50	Raw food preparation packaging & meal delivery
December	\$258.50	Raw food preparation packaging & meal delivery
January	\$258.50	Raw food preparation packaging & meal delivery
February	\$258.50	Raw food preparation packaging & meal delivery
March	\$258.50	Raw food preparation packaging & meal delivery
April	\$258.50	Raw food preparation packaging & meal delivery
May	\$258.50	Raw food preparation packaging & meal delivery
TOTAL:	\$2,068.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

<u>2014</u> - <u>2015</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	3	Delivery of hot noon meals
November	3	Delivery of hot noon meals
December	3	Delivery of hot noon meals
January	3	Delivery of hot noon meals
February	3	Delivery of hot noon meals
March	3	Delivery of hot noon meals
April	3	Delivery of hot noon meals
May	3	Delivery of hot noon meals
Total for the Year:	3	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

2,020 hot noon meal plates to 12 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 10,000.00 Awarded By: Elsa

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing and delivery of hot noon meals to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

One (1) home delivery driver will package and deliver a hot noon meal to home bound seniors Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days.

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health education, quality home visit assessments and increase information and referral services. Funds will allow 2,020 additional meal plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Twelve (12) unduplicated seniors with low to moderate income; Elsa seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Elsa area out of the Elsa Senior Center located at W. 9th Street & Hidalgo Street, Elsa

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$10,000.00 / \$4.95 = 2,020$ meals / 165 days = 12 Seniors	\$ 10,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

201<u>4</u> - 201<u>5</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	\$1,250.00	Raw food preparation packaging & meal delivery
November	\$1,250.00	Raw food preparation packaging & meal delivery
December	\$1,250.00	Raw food preparation packaging & meal delivery
January	\$1,250.00	Raw food preparation packaging & meal delivery
February	\$1,250.00	Raw food preparation packaging & meal delivery
March	\$1,250.00	Raw food preparation packaging & meal delivery
April	\$1,250.00	Raw food preparation packaging & meal delivery
May	\$1,250.00	Raw food preparation packaging & meal delivery
TOTAL:	\$10,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure exceeds the estimated amount by 50%. If the *actual* monthly expenditure is less than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change.** The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

201<u>4</u> - 201<u>5</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	12	Delivery of hot noon meals
November	12	Delivery of hot noon meals
December	12	Delivery of hot noon meals
January	12	Delivery of hot noon meals
February	12	Delivery of hot noon meals
March	12	Delivery of hot noon meals
April	12	Delivery of hot noon meals
May	12	Delivery of hot noon meals
Total for the Year:	12	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

2,020 hot noon meal plates to 12 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 10,000.00 Awarded By: Mercedes

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing and delivery of hot noon meals to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Two (2) home delivery drivers will package and deliver a hot noon meal to home bound seniors Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days.

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health education, quality home visit assessments and increase information and referral services. Funds will allow 2,020 additional meal plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Twelve (12) unduplicated seniors with low to moderate income; Mercedes seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Mercedes area out of the Villas Residencial Senior Center located at 334 E. 5th Street, Mercedes

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$10,000.00 / \$4.95 = 2,020 \text{ meals} / 165 \text{ days} = 12 \text{ Seniors}$	\$ 10,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

<u>2014 - 2015</u> For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	<u>Type of Budgeted</u> <u>Expenditures</u>
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	\$1,250.00	Raw food preparation packaging & meal delivery
November	\$1,250.00	Raw food preparation packaging & meal delivery
December	\$1,250.00	Raw food preparation packaging & meal delivery
January	\$1,250.00	Raw food preparation packaging & meal delivery
February	\$1,250.00	Raw food preparation packaging & meal delivery
March	\$1,250.00	Raw food preparation packaging & meal delivery
April	\$1,250.00	Raw food preparation packaging & meal delivery
May	\$1,250.00	Raw food preparation packaging & meal delivery
TOTAL:	\$10,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure exceeds the estimated amount by 50%. If the *actual* monthly expenditure is less than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

INITIALS _____

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	12	Delivery of hot noon meals
November	12	Delivery of hot noon meals
December	12	Delivery of hot noon meals
January	12	Delivery of hot noon meals
February	12	Delivery of hot noon meals
March	12	Delivery of hot noon meals
April	12	Delivery of hot noon meals
May	12	Delivery of hot noon meals
Total for the Year:	12	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

2,020 hot noon meal plates to 12 home bound seniors for 165 days for FY 2014-2015 by ADV staff and volunteers @ \$4.95 per meal.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$ 10,000.00 Awarded By: San Juan

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Purchase raw food and consumables, preparations, packing and delivery of hot noon meals to home bound seniors.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Two (2) home delivery drivers will package and deliver a hot noon meal to home boundseniors Monday -- Friday between the hours of 10:30 a.m. to 1:30 p.m. during the 165 service days.

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Services will be expanded to include monthly health education, quality home visit assessments and increase information and referral services. Funds will allow 2,020 additional meal plates to be delivered to seniors age 62 and over.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Twelve (12) unduplicated seniors with low to moderate income; San Juan seniors male/female age 62 and over will be served.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the San Juan area out of the San Juan Senior Center located at 600 W. 1st Street, San Juan

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Formula: $\$10,000.00 / \$4.95 = 2,020$ meals / 165 days = 12 Seniors	\$ 10,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

201 4 - 201 5 For the Months of..	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	\$1,250.00	Raw food preparation packaging & meal delivery
November	\$1,250.00	Raw food preparation packaging & meal delivery
December	\$1,250.00	Raw food preparation packaging & meal delivery
January	\$1,250.00	Raw food preparation packaging & meal delivery
February	\$1,250.00	Raw food preparation packaging & meal delivery
March	\$1,250.00	Raw food preparation packaging & meal delivery
April	\$1,250.00	Raw food preparation packaging & meal delivery
May	\$1,250.00	Raw food preparation packaging & meal delivery
TOTAL:	\$10,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the preceding month of the change. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	12	Delivery of hot noon meals
November	12	Delivery of hot noon meals
December	12	Delivery of hot noon meals
January	12	Delivery of hot noon meals
February	12	Delivery of hot noon meals
March	12	Delivery of hot noon meals
April	12	Delivery of hot noon meals
May	12	Delivery of hot noon meals
Total for the Year:	12	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only once per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefit to Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities

Number of persons assisted with New Access to service

Number of persons assisted with Improved Access to service

Number of low-mod beneficiaries served

Ethnic Data

Number of persons served living with a disability

Number of female head of households served

Income levels of persons or households with the categories of extremely low, low to 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 grant funds 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 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, award ceremonies, etc.) Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

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.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other 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 - 24 CFR Part 85
As stated in Section VIII

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.”

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 30th day of June, 20 14, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and **FOSTER GRANDPARENT PROGRAM OF LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to 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** (the "Statement of Work") 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 receipt of which is hereby acknowledged, 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 CFDA No. 14.218 (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 the Statement of Work for and in consideration of payment in the amount of \$ 9,500.00, and as delineated in the Grant Budget and the Payment Schedule attached hereto as **Exhibit B-1** (the "Grant Budget") and **Exhibit B-2** (the "Payment Schedule").

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as **Exhibit C** (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

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 the Schedule of Activity of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the Schedule of Activity. If SUBRECIPIENT demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the 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. Monthly performance reports must be submitted on or before the 15th of every month.

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, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to 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 the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2015) of the Agreement termination 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 the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. 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 at the end or termination of this agreement will be reallocated or 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.

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 provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients 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 other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

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.

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$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.

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter 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.

SECTION X

Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the

Initials _____

Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions - 24 CFR Part 85").

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, (*i.e., timely submittal of monthly reports and/or reimbursements*), 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 may terminate this 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 or any breach of this Agreement. 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. 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 the FOSTER GRANDPARENT PROGRAM OF LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL.

SECTION XI

Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from 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 the Statement of Work.

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 this 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.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statutes and rules governing the **ENTITY** in 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.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not 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 the Statement of Work, 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 Statement of Work 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 in the Statement of Work.

SECTION XV
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 and all 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 written 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 XVI
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.

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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to SUBRECIPIENT:

Foster Grandparent Program of Lower Rio Grande
Valley Development Council
Attn: Ken Jones, Executive Director
301 West Railroad
Weslaco, Texas 78596
email: knjones@lrgvdc.org
Phone: (956) 682-3481
Fax: (956) 682-8852

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.

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2014 and shall terminate on the 31st day of May 2015.

Approved and signed this _____ day of _____, 20__.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: Lower Rio Grande Valley Development Council

Address: 301 West Railroad

City/State/Zip: Weslaco, Texas 78596

Federal I.D. # or Soc. Sec. #: 74-1586916

DUNS #: 015037520

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 _____, 20__.

(Seal)

Notary – Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 21, 2011

Initials _____

**Exhibit A
STATEMENT OF WORK**

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

The Lower Rio Grande Valley Development Council-Foster Grandparent Program will provide:

- 1. Provide volunteer opportunities to low income individuals aged 62 and over to remain active in the community by providing one to one support to children with special or exceptional needs.**

Section II State the CDBG amount awarded and name of awarding City / Precinct.
\$ 6,000.00 Awarded By: Precinct I

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.

The \$ 6,000.00 awarded by Precinct 1 will be utilized for stipends and travel for the Foster Grandparent Volunteers.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The following services will be performed in the following manner:

- 1. Foster Grandparents will remain in the community by serving children with exceptional or special needs.**
- 2. They will provide cognitive, social, and physical skills training. They will serve as tutors, mentors and offer guidance.**
- 3. They will serve a minimum of 9 months and may volunteer from 15 to 40 hours per week, within the operating hours of their respective volunteer sites.**

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

**The following services will be expanded/added as a result of C.D.B.G. fund expenditures:
At least 11 low-income individuals aged 62 and over will have the opportunity to remain physically and mentally active and to enhance their self-esteem through continued participation in needed community services**

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

The following type of beneficiaries will be served:

Low – income individuals aged 62 and over, who reside within the boundaries of Precinct

Section VII List all locations (physical address) where the funded service(s) will be provided.
See Attached.

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for Foster Grandparent Volunteers at \$2.65 per hour at 15 to 40 hours per week.	\$ 5,700.00
Mileage for Foster Grandparents	\$ 300.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 6,000.00

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014 - 2015 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November	\$1,000.00	Stipends and Mileage
December	\$1,000.00	Stipends and Mileage
January	\$1,000.00	Stipends and Mileage
February	\$1,000.00	Stipends and Mileage
March	\$1,000.00	Stipends and Mileage
April	\$1,000.00	Stipends and Mileage
May		
TOTAL:	\$6,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change.** The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

201<u>4</u> - 201<u>5</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	0	
November	11	One to One assistance with cognitive, social, language skills and Tutoring.
December	0	One to One assistance with cognitive, social, language skills and Tutoring.
January	0	One to One assistance with cognitive, social, language skills and Tutoring.
February	0	One to One assistance with cognitive, social, language skills and Tutoring.
March	0	One to One assistance with cognitive, social, language skills and Tutoring.
April	0	One to One assistance with cognitive, social, language skills and Tutoring.
May	0	
Total for the Year:	11	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

The Lower Rio Grande Valley Development Council-Foster Grandparent Program will provide:

2. Provide volunteer opportunities to low income individuals aged 62 and over to remain active in the community by providing one to one support to children with special or exceptional needs.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

\$ 3,500.00 Awarded By: Precinct II

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.

The \$ 3,500.00 awarded by Precinct II will be utilized for stipends and travel for the Foster Grandparent Volunteers.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The following services will be performed in the following manner:

4. Foster Grandparents will remain in the community by serving children with exceptional or special needs.
5. They will provide cognitive, social, and physical skills training. They will serve as tutors, mentors and offer guidance.
6. They will serve a minimum of 9 months and may volunteer from 15 to 40 hours per week, within the operating hours of their respective volunteer sites.

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

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

At least 2 low-income individuals aged 62 and over will have the opportunity to remain physically and mentally active and to enhance their self-esteem through continued participation in needed community services

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

The following type of beneficiaries will be served:

Low – income individuals aged 62 and over, who reside within the boundaries of Precinct

Section VII List all locations (physical address) where the funded service(s) will be provided.

See Attached.

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Stipends for Foster Grandparent Volunteers at \$2.65 per hour at 15 to 40 hours per week.	\$ 3,300.00
Mileage for Foster Grandparents	\$ 200.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$3,500.00

Initials _____

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

<u>201 4 - 201 5</u> For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	<u>Type of Budgeted</u> <u>Expenditures</u>
July		
August		
September		
October		Stipends and Mileage
November	\$600.00	Stipends and Mileage
December	\$600.00	Stipends and Mileage
January	\$600.00	Stipends and Mileage
February	\$600.00	Stipends and Mileage
March	\$600.00	Stipends and Mileage
April	\$500.00	Stipends and Mileage
May		
TOTAL:	\$3,500.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Initials _____

**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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

<u>201 4 - 201 5</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	0	
November	2	One to One assistance with cognitive, social, language skills and Tutoring.
December	0	One to One assistance with cognitive, social, language skills and Tutoring.
January	0	One to One assistance with cognitive, social, language skills and Tutoring.
February	0	One to One assistance with cognitive, social, language skills and Tutoring.
March	0	One to One assistance with cognitive, social, language skills and Tutoring.
April	0	One to One assistance with cognitive, social, language skills and Tutoring.
May	0	
Total for the Year:	2	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Initials _____

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

**Main office-Foster Grandparent Program, 255 S. Kansas, Weslaco, TX 78596.
The following are current and designated volunteer sites where Foster Grandparents serve:**

Reed-Mock Elementary, 400 E. Eldora, San Juan, TX 78589

Optional Sites: San Juan Head Start Center II, 601 Earling Rd. San Juan, TX 78589, San Juan Head Start, 109 N. Cougar, San Juan, TX 78589.

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefit to Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities

Number of persons assisted with **New Access to service**

Number of persons assisted with **Improved Access to service**

Number of low-mod beneficiaries served

Ethnic Data

Number of persons served living with a disability

Number of female head of households served

Income levels of persons or households with the categories of extremely low, low to 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 grant funds 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 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, award ceremonies, etc.) Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

Initials _____

RECORDS

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.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") due on or before the 15th of each month.
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other 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 - 24 CFR Part 85
As stated in Section VIII

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.”

Initials _____

Revised June 2011

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 30th day of June, 20 14, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and SENIOR COMMUNITY OUTREACH SERVICES, INC., hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to 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** (the "Statement of Work") 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 receipt of which is hereby acknowledged, 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 CFDA No. 14.218 (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 the Statement of Work for and in consideration of payment in the amount of \$17,000.00, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). **SUBRECIPIENT** shall obtain approval, in writing, from **ENTITY** prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

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 the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

Initials _____

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the 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. Monthly performance reports must be submitted on or before the 15th of every month.

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, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). SUBRECIPIENT shall attend an orientation prior to 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 the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to ENTITY within fifteen (15) days (by June 15, 2015) of the Agreement termination 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 the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. 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 at the end or termination of this agreement will be reallocated or 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.

**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 provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients 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 other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

**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.

If the SUBRECIPIENT expends less than Five Hundred Thousand Dollars (\$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.

However, if SUBRECIPIENT expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, SUBRECIPIENT must, within nine (9) months from the end of its fiscal year, supply ENTITY with an audit of revenues and expenditures conducted by a certified public accountant. Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.

SUBRECIPIENT agrees to furnish ENTITY with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to SUBRECIPIENT hereunder. Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

Initials _____

Revised June 2011

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter 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.

SECTION X **Suspension and Termination**

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

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, (*i.e., timely submittal of monthly reports and/or reimbursements*), 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** may terminate this 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 or any breach of this Agreement. 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. 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 the **SENIOR COMMUNITY OUTREACH SERVICES, INC.**.

SECTION XI **Assets**

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from 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 the Statement of Work.

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 this 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.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statutes and rules governing the **ENTITY** in 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.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not 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 the Statement of Work, 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 Statement of Work 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 in the Statement of Work.

SECTION XV
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 and all 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 written 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 XVI
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.

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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to SUBRECIPIENT:

Senior Community Outreach Services, Inc.
Attn: Jose T. Perez, Executive Director
840 West Austin Avenue
Alamo, Texas 78516
Email: jtperez46@sbcglobal.net
Phone: (956) 787-9524
Fax: (956) 702-2717

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.

Initials _____

Revised June 2011

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 1st day of July 2014 and shall terminate on the 31st day of May 2015.

Approved and signed this _____ day of _____, 20____.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: Senior Community Outreach Services, Inc.
Address: 840 West Austin Avenue
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #: 74-2805842
DUNS #: 036835676

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 _____, 20_____.

(Seal)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 21, 2011

Initials _____

Exhibit B-1
GRANT BUDGET
AwarDED by: Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
SCP Volunteer Stipend @ \$2.65 per/hour	\$ 8,000.00
TOTAL GRANT BUDGET:	\$ 8,000.00

Exhibit B-2
PAYMENT SCHEDULE
Awarded by: Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of..	<u>Estimated Amount</u> <u>Of Expenditures</u>	Type of Budgeted Expenditures
July	\$ 0.00	-
August	\$1,333.33	SCP Volunteer Stipend -
September	\$1,333.33	SCP Volunteer Stipend -
October	\$1,333.33	SCP Volunteer Stipend
November	\$1,333.33	SCP Volunteer Stipend
December	\$1,333.33	SCP Volunteer Stipend
January	\$1,333.35	SCP Volunteer Stipend
February	0.00	
March	0.00	
April	\$ 0.00	-
May	\$ 0.00	-
TOTAL:	\$ 8,000.00	SCP Volunteer Stipend

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure exceeds the estimated amount by 50%. If the *actual* monthly expenditure is less than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Awarded by: Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the month of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	-
August	16	In-Home Care Service -
September	4	In-Home Care Service -
October	0	
November	0	
December	0	-
January	0	-
February	0	-
March	0	-
April	0	-
May	0	-
Total for the Year:	20	Unduplicated

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit B-1
GRANT BUDGET
AwarDED by: Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
SCP Volunteer Stipend @ \$2.65 per/hour	\$ 5,000.00
TOTAL GRANT BUDGET:	\$ 5,000.00

Exhibit B-2
PAYMENT SCHEDULE
Awarded by: Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of...	<u>Estimated Amount</u> Of Expenditures	Type of Budgeted Expenditures
July	\$ 0.00	-
August	\$1,250.00	SCP Volunteer Stipend -
September	\$1,250.00	SCP Volunteer Stipend -
October	\$1,250.00	SCP Volunteer Stipend
November	\$1,250.00	SCP Volunteer Stipend
December	\$0.00	
January	\$0.00	
February	0.00	
March	0.00	
April	\$ 0.00	-
May	\$ 0.00	-
TOTAL:	\$ 5,000.00	SCP Volunteer Stipend / Mileage

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Initials _____

Revised June 2011

Exhibit C
SCHEDULE OF ACTIVITY
Awarded by: Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	-
August	16	In-Home Care Service -
September	4	In-Home Care Service -
October	0	
November	0	
December	0	-
January	0	-
February	0	-
March	0	-
April	0	-
May	0	-
Total for the Year:	20	Unduplicated

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit B-1
GRANT BUDGET
AwarDED by: City of San Juan

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
SCP Volunteer Stipend @ \$2.65 per/hour	\$ 4,000.00
TOTAL GRANT BUDGET:	\$ 4,000.00

Exhibit B-2
PAYMENT SCHEDULE
Awarded by: City of San Juan

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of..	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 0.00	-
August	\$1,333.34	SCP Volunteer Stipend -
September	\$1,333.33	SCP Volunteer Stipend -
October	\$1,333.33	SCP Volunteer Stipend
November	\$0.00	SCP Volunteer Stipend
December	\$0.00	
January	\$0.00	
February	0.00	
March	0.00	
April	\$ 0.00	-
May	\$ 0.00	-
TOTAL:	\$ 4,000.00	SCP Volunteer Stipend / Mileage

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Awarded by: City of San Juan

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	-
August	16	In-Home Care Service -
September	4	In-Home Care Service -
October	0	
November	0	
December	0	-
January	0	-
February	0	-
March	0	-
April	0	-
May	0	-
Total for the Year:	20	Unduplicated

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

**Exhibit D
RECORDS & REPORTS**

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefit to Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities

Number of persons assisted with New Access to service

Number of persons assisted with Improved Access to service

Number of low-mod beneficiaries served

Ethnic Data

Number of persons served living with a disability

Number of female head of households served

Income levels of persons or households with the categories of extremely low, low to 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 grant funds 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 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, award ceremonies, etc.) Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

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.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

Initials _____

Revised June 2011

Exhibit F
Other 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 - 24 CFR Part 85
As stated in Section VIII

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."

Initials _____

Revised June 2011

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 30th day of June 20 14, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and OPEN HANDS COMMUNITY CHARITABLE SERVICES, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), to 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 (the "Statement of Work") 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 receipt of which is hereby acknowledged, 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 CFDA No. 14.218 (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 the Statement of Work for and in consideration of payment in the amount of \$19,568.00, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

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 the Schedule of Activity of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the Schedule of Activity. If SUBRECIPIENT demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may (but Entity shall not be required) to amend the Schedule of Activity.

**SECTION III
Records and Reports**

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the 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. Monthly performance reports must be submitted on or before the 15th of every month.

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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, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). SUBRECIPIENT shall attend an orientation prior to 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 the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to ENTITY within fifteen (15) days (by June 15, 2015) of the Agreement termination 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 the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. 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 at the end or termination of this agreement will be reallocated or 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.

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

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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 provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients 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 other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

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.

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$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.

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the **SUBRECIPIENT** fails to submit an audit within the allotted time.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the **SUBRECIPIENT** fails to submit a Financial Management Letter within the allotted time.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter 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.

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions - 24 CFR Part 85").

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, (*i.e., timely submittal of monthly reports and/or reimbursements*), 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** may terminate this 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

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SUBRECIPIENT for violations of federal regulations or any breach of this Agreement. 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. 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 the **OPEN HANDS COMMUNITY CHARITABLE SERVICES.**

SECTION XI

Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from 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 the Statement of Work.

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 this 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.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statutes and rules governing the **ENTITY** in 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.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not 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 the Statement of Work, 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 Statement of Work 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 in the Statement of Work.

SECTION XV
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 and all 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 written 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 XVI
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.

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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to SUBRECIPIENT:

Open Hands Community Charitable Services
Attn: David Green
301 S. 17th Street
Donna, Texas 78537
email: openhandskg1@sbcglobal.com
Phone: 269-845-9288
Fax: (956) 461-6920

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.

Initials _____

Revised June 2011

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2014 and shall terminate on the 31st day of May 2015.

Approved and signed this _____ day of _____, 20__.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: Open Hands Community Charitable Services

Address: 301 S. 17th Street

City/State/Zip: Donna, Texas 78537

Federal I.D. # or Soc. Sec. #: 73-1639887

DUNS #: 168500846

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 _____, 20__.

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

APPROVED AS TO FORM

Atlas & Hall L.L.P.

By: Steve Crain

Date: June 21, 2011

Initials _____

Revised June 2011

**Exhibit A
STATEMENT OF WORK**

Section I **In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.**

Will provide uncooked food to those in need in the Donna area and its outlying colonias

Section II **State the CDBG amount awarded and name of awarding City / Precinct.**

\$ 17,500 Awarded By: Precinct 1

Section III **Describe the proposed type of expenditure(s) utilizing CDBG funds.**

To purchase uncooked food for distribution to those in need

Section IV **Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).**

A supply of uncooked food will be distributed every 1st and 3rd Saturday morning from 7:00 am until 9:00 am at the agencies premises. The service will be all year round. Twice a month a supply of food will be delivered to the colonias to those who are unable to come to the agency's premises

Section V **Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)**

The funds will enable us to include the constant stream of new clients applying for food.

Section VI **Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.**

Open hands serves all ages, genders and ethnicity. Economic background is below poverty to low income and moderately low income. The area served is Donna and its outlying colonias.

Section VII **List all locations (physical address) where the funded service(s) will be provided.**

The funded services will be provided at the agency's premises, 301 S. 17th Street, Donna, Texas 78537

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Purchase of Food	\$17,500.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 17,500.00

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

201 <u>4</u> - 201 <u>5</u> For the Months of..	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	3,500.00	food
August	3,500.00	food
September	2,000.00	food
October	2,000.00	food
November	2,000.00	food
December	2,500.00	food
January	1,000.00	food
February	1,000.00	food
March		
April		
May		
TOTAL:	\$17,500.0	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the preceding month of the change. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

201_4_ - 201_5_ For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	250	food
August	250	food
September	250	food
October	250	food
November	300	food
December	300	food
January	150	food
February	50	food
March	50	food
April	20	food
May	20	food
Total for the Year:	1890	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only once per year.

**Exhibit A
STATEMENT OF WORK**

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

Will provide uncooked food to those in need in the Donna area and its outlying colonias

Section II State the CDBG amount awarded and name of awarding City / Precinct.

\$ 2,068.00 Awarded By: City of Donna

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.

To purchase uncooked food for distribution to those in need.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

A supply of uncooked food will be distributed every 1st and 3rd Saturday morning from 7:00 am until 9:00 am at the agencies premises. The service will be all year round. Twice a month a supply of food will be delivered to the colonias to those who are unable to come to the agency's premises

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The funds will enable us to include the constant stream of new clients applying for food.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Open hands serves all ages, genders and ethnicity. Economic background is below poverty to low income and moderately low income. The area served is Donna and its outlying colonias.

Section VII List all locations (physical address) where the funded service(s) will be provided.

The funded services will be provided at the agency's premises, 301 S. 17th Street, Donna, Texas 78537

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Purchase of Food	\$2,068.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 2,068.00

Initials _____

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**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

201 <u>4</u> - 201 <u>5</u> For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	<u>Type of Budgeted</u> <u>Expenditures</u>
July	1068.00	food
August	1,000.00	food
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:	\$2,068.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

201 <u>4</u> - 201 <u>5</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	50	food
August	50	food
September	50	food
October	50	food
November	100	food
December	100	food
January	50	food
February	50	food
March	50	food
April	20	food
May	20	food
Total for the Year:	590	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

**Exhibit D
RECORDS & REPORTS**

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefit to Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities

Number of persons assisted with New Access to service

Number of persons assisted with Improved Access to service

Number of low-mod beneficiaries served

Ethnic Data

Number of persons served living with a disability

Number of female head of households served

Income levels of persons or households with the categories of extremely low, low to 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 grant funds 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 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, award ceremonies, etc.) Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

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.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other 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 - 24 CFR Part 85
As stated in Section VIII

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.”

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 30th day of June, 2014, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and FOOD BANK OF THE RIO GRANDE VALLEY, INC. hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), to 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 (the "Statement of Work") 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 receipt of which is hereby acknowledged, 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 CFDA No. 14.218 (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 the Statement of Work for and in consideration of payment in the amount of \$ 47,000.00, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

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 the Schedule of Activity of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the Schedule of Activity. If SUBRECIPIENT demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may (but Entity shall not be required) to amend the Schedule of Activity.

**SECTION III
Records and Reports**

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the 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. Monthly performance reports must be submitted on or before the 15th of every month.

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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, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). SUBRECIPIENT shall attend an orientation prior to 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 the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to ENTITY within fifteen (15) days (by June 15, 2015) of the Agreement termination 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 the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. 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 at the end or termination of this agreement will be reallocated or 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.

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

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the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients 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 other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

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.

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$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.

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter 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.

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions - 24 CFR Part 85").

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, (*i.e., timely submittal of monthly reports and/or reimbursements*), 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** may terminate this 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 or any breach of this Agreement. Should the **ENTITY** become aware of any

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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. 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 the **FOOD BANK OF THE RIO GRANDE VALLEY, INC.**

SECTION XI **Assets**

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from 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 the Statement of Work.

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 this 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.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in 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.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not 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 the Statement of Work, 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 Statement of Work 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.

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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 in the Statement of Work.

SECTION XV
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 and all 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 written 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 XVI
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.

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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to SUBRECIPIENT:

Food Bank of the Rio Grande Valley, Inc.
Attn: Terri Drefke, Executive Director
P.O. Box 6251
McAllen, Texas 78502
terrid@foodbankrgv.com
Phone: (956) 904-4505
Fax: (956) 682-7921

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 Unites States mail.

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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 1st day of July 2014 and shall terminate on the 31st day of May 2015.

Approved and signed this _____ day of _____, 20__.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: Food Bank of the Rio Grande Valley, Inc.
Address: P.O. Box 6251
City/State/Zip: McAllen, Texas 78502
Federal I.D. # or Soc. Sec. #: 74-2421560
DUNS #: 78-659-4614

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 _____, 20__.

(Seal)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 21, 2011

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

\$10,000 Awarded By: Precinct 1

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 3rd Wednesday of the month from 7am-11am. Harvest Time Valley Church will be conducting the food distribution.

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Monthly distribution of commodities plus emergency assistance will be made available.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents Precinct 1 Edcouch and surrounding areas.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Harvest Time Valley Church 612 E. Santa Rosa, Edcouch, Texas 78538

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon UrbanCounty approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food	\$10,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change.** Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	910.00	Food
August	910.00	Food
September	910.00	Food
October	910.00	Food
November	910.00	Food
December	910.00	Food
January	910.00	Food
February	910.00	Food
March	910.00	Food
April	910.00	Food
May	900.00	Food
TOTAL:	\$10,000	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the preceding month of the change. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	400	Food
August	300	Food
September	300	Food
October	200	Food
November	150	Food
December	150	Food
January	100	Food
February	20	Food
March	10	Food
April	10	Food
May	10	Food
Total for the Year:	1650	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only once per year.

Exhibit A
STATEMENT OF WORK

Section I

In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II

State the CDBG amount awarded and name of awarding City / Precinct.

\$7,000 Awarded By: Precinct 1

Section III

Describe the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV

Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 2nd Saturday of every month from 6am-12pm

Section V

Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Emergency assistance is always available, home deliveries to the elderly, disabled and those lacking transportation.

Section VI

Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents within the Precinct 1 Delta Area.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Delta Food Pantry 309 W. 3rd Ave, Elsa, Texas 78543

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon UrbanCounty approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food	\$7,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 7,000

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	640.00	Food
August	640.00	Food
September	640.00	Food
October	640.00	Food
November	640.00	Food
December	640.00	Food
January	640.00	Food
February	640.00	Food
March	640.00	Food
April	640.00	Food
May	600.00	Food
TOTAL:	\$7,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change.** The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	300	Food
August	200	Food
September	200	Food
October	150	Food
November	100	Food
December	50	Food
January	50	Food
February	20	Food
March	10	Food
April	10	Food
May	10	Food
Total for the Year:	1100	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2013 CDBG award.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

\$5,000 Awarded By: City of Edcouch

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 3rd Wednesday of the month from 7am-11am. Harvest Time Valley Church will be conducting the food distribution.

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Monthly distribution of commodities plus emergency assistance will be made available.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents from the City of Edcouch.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Harvest Time Valley Church 612 E. Santa Rosa, Edcouch, Texas 78538

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon UrbanCounty approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food	\$5,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 5,000.00

Initials _____

Revised June 2011

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change.** Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of...	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July	455.00	Food
August	455.00	Food
September	455.00	Food
October	455.00	Food
November	455.00	Food
December	455.00	Food
January	455.00	Food
February	455.00	Food
March	455.00	Food
April	455.00	Food
May	450.00	Food
TOTAL:	\$5,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	200	Food
August	100	Food
September	50	Food
October	50	Food
November	50	Food
December	25	Food
January	25	Food
February	25	Food
March	25	Food
April	25	Food
May	25	Food
Total for the Year:	600	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Initials _____

Revised June 2011

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

\$10,000 Awarded By: City of Elsa

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 2nd Saturday of every month from 6am-12pm

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Emergency assistance is always available, home deliveries to the elderly, disabled and those lacking transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents within the city limits of Elsa.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Delta Food Pantry 309 W. 3rd Ave, Elsa, Texas 78543

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon UrbanCounty approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food	\$10,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000

Initials _____

Revised June 2011

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of...	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July	909.00	Food
August	909.00	Food
September	909.00	Food
October	909.00	Food
November	909.00	Food
December	909.00	Food
January	909.00	Food
February	909.00	Food
March	909.00	Food
April	909.00	Food
May	910.00	Food
TOTAL:	\$10,000	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Initials _____

Revised June 2011

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	400	Food
August	300	Food
September	200	Food
October	200	Food
November	100	Food
December	100	Food
January	100	Food
February	20	Food
March	10	Food
April	10	Food
May	10	Food
Total for the Year:	1450	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Initials _____

Revised June 2011

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2014 CDBG award.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

\$15,000 Awarded By: City of LaVilla

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 3rd Wednesday of the month from 9:30am-2:00pm. Iglesia Rosa de Saron will be conducting the food distribution.

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Monthly distribution of commodities plus emergency assistance will be made available.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents within the city limits of LaVilla.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Boys and Girls Club of LaVilla 320 West 2nd Street, LaVilla, Texas 78562

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon UrbanCounty approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Food	\$15,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 15,000

Initials _____

Revised June 2011

**Exhibit B-2
PAYMENT SCHEDULE**

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2014- 2015 For the Months of...	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July	1363.00	Food
August	1363.00	Food
September	1363.00	Food
October	1363.00	Food
November	1363.00	Food
December	1363.00	Food
January	1363.00	Food
February	1363.00	Food
March	1363.00	Food
April	1363.00	Food
May	1370.00	Food
TOTAL:	\$15,000	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Initials _____

Revised June 2011

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 the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	300	Food
August	200	Food
September	150	Food
October	100	Food
November	100	Food
December	50	Food
January	50	Food
February	20	Food
March	10	Food
April	10	Food
May	10	Food
Total for the Year:	1000	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only once per year.

Initials _____

Revised June 2011

**Exhibit D
RECORDS & REPORTS**

REPORTS

A **Monthly Performance Report(Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefit to Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities

Number of persons assisted with New Access to service

Number of persons assisted with Improved Access to service

Number of low-mod beneficiaries served

Ethnic Data

Number of persons served living with a disability

Number of female head of households served

Income levels of persons or households with the categories of extremely low, low to 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 grant funds 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 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, award ceremonies, etc.)Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

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.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform UrbanCounty in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. UrbanCounty Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to UrbanCounty processing the reimbursement request.
11. All reimbursement requests and reports submitted to UrbanCounty must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by UrbanCounty on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other 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 - 24 CFR Part 85
As stated in Section VIII

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.”