

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 BOYS & GIRLS CLUB OF EDINBURG 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 \$ 68,000.00, 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.

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 BOYS & GIRLS CLUB OF EDINBURG 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.

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

If to **SUBRECIPIENT**:

Boys & Girls Club of Edinburg Rio Grande Valley, Inc.
Attn: Sabrina Walker-Hernandez
702 Cullen Street
Edinburg, Texas 78540
Email: swalker@edinburgkids.com
Phone: (956) 383-2582
Fax: (956) 381-9635

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.

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st 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: Boys & Girls Club of Edinburg Rio Grande Valley, Inc.
Address: 702 Cullen Street
City/State/Zip: Edinburg, Texas 78540
Federal I.D. # or Soc. Sec. #: 74-2549652
DUNS #: 931657555

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:

REVISED JUNE 2011

Exhibit A
STATEMENT OF WORK - PCT 1

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

1. provide positive alternatives for youth 2) Provide supervised programs for youth ages six (6) to eighteen (18) years of age in this community 3) Expand and enhance youth development services in the community 4) collaborated effort with the Boys & Girls Clubs of America, City of Edinburg, Edinburg Consolidated School District, Hidalgo County Precinct 4 United Way of South Texas and the Lower Rio Grande Valley Development Council to acquire funding for this unit.
2. Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 6-18 years of age within the Precinct No. 1 boundaries.

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

\$ 8,000 Awarded By: Pct #1

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

Salaries, Membership Fees, Supplies, & Instructors

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 Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.

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.)

1). Serve a minimum 165 youth ages of six (6) to eighteen (18) years of age as registered club members. 2). Involve 200 Hargill youth in year round Sports, fitness and Recreation 3). Involve 200 Hargill youth in year round in Character & Leadership Development 4). Involve 200 Hargill youth year round in Health and Life Skills 5). Involve 200 Hargill youth year round in Education and Career Development 6). Involve 200 Hargill youth year round in the Arts.

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 services provided through the Boys & Girls Clubs of Edinburg Rio Grande Valley, Hargill Unit is to serve a minimum of 200 between the ages of six (6) to eighteen (18) years during the school year and summer. These youth are primarily for low income families.

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

All activities will be conducted at the Hargill School Unit. The Hargill School is located at 4th and Wilson Street in Hargill These youth will also participate in Edinburg activities for league play, field trips, and special events.

**Exhibit B-1 PCT 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
Salaries & Fringe Benefit for staff providing services at Hargill Program Coordinator, Program Leaders etc...	\$3,500.00 – Salaries
Hargill Membership (200 x \$20 = 4,000)	\$4,000.00-Membership
Supply/Equipment - Media/Music/Technology Equipment, T-Shirts, recreation, sports, school and art supplies, furniture – chairs/sofa & game room equipment to include but not limited to fooseball table & small pool table.	\$ 500.00
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 8,000.00

**Exhibit B-2 PCT 1
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		
August	0	
September	506.06	Salary Position & Membership, for Hargill
October	2156.86	Salary Position & Membership, for Hargill
November	2300.72	Salary Position & Membership, for Hargill
December	506.06	Salary Position & Membership, for Hargill
January	506.06	Salary Position & Membership, for Hargill
February	506.06	Salary Position & Membership, for Hargill
March	506.06	Salary Position & Membership, for Hargill
April	506.06	Salary Position & Membership, for Hargill
May	506.06	Salary Position & Membership, for Hargill
TOTAL:	\$8,000.00	Salary Position & Membership, for Hargill

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 PCT 1
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	0	
August	0	
September	100 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
October	1000 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
November	0 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
December	0 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
January	0 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
February	0 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
March	0 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
April	0 Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
May	0Hargill	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
Total for the Year:	200	

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

Exhibit A
STATEMENT OF WORK – PCT 4

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

1. provide positive alternatives for youth 2). Provide supervised programs for youth ages six (6) to eighteen (18) years of age in this community 3) Expand and enhance youth development services in the community 4) collaborated effort with the Boys & Girls Clubs of America, City of Edinburg, Edinburg Consolidated School District, Hidalgo County Precinct 4 United Way of South Texas and the Lower Rio Grande Valley Development Council to acquire funding for this unit.

2. Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as but not limited to program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 6-18 years of age within the Precinct No. 4 boundaries.

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

\$ 60,000 Awarded By: Pct #4

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

Salaries, Membership Fees, Supplies, & Instructors

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 Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.

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.)

1). Serve 495 youth ages of six (6) to eighteen (18) years of age as registered club members. 2). Involve 200 San Carlos, 200 Faysville and 200 Brewster youth in year round Sports, fitness and Recreation 3). Involve 2005 San Carlos, 200 Faysville and 200 Brewster in year round in Character & Leadership Development 4). Involve 200 San Carlos, 200 Faysville and 200 Brewster youth year round in Health and Life Skills 5). Involve 2005 San Carlos, 200 Faysville and 200 Brewster youth year round in Education and Career Development 6). Involve 200 San Carlos, 200 Faysville and 200 Brewster youth year round in the Arts.

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 services provided through the Boys & Girls Clubs of Edinburg Rio Grande Valley, San Carlos Unit, Faysville and Brewster Longhorn Unit is to serve 600 youth between the ages of six (6) to eighteen (18) years during the school year and summer. These youth are primarily for low income families.

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

All activities will be conducted at the San Carlos Unit, Brewster Longhorn Unit, and Faysville-Guerra Elementary School. The San Carlos Unit is located at 6th Street and east 107 in San Carlos services will also be provided at Kennedy Elementary located east on 107 in San Carlos on 83rd Street & San Carlos School located at 505 S. 83rd Street. The Brewster Unit is located at Rt 3 Box 1010 in San Manuel, Linn. Faysville is located at Guerra Elementary 10010 Via Fernandez Edinburg, Texas. These youth will also participate in Edinburg activities for league play, field trips, and special events.

**Exhibit B-1 PCT 4
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
Salaries & Fringe Benefit for staff providing direct services to youth Program Coordinator, Program Leaders etc...for the San Carlos, Faysville and Brewster Units	\$20,727.00 – Salaries
Membership Fees for low-income youth to participate in programs for the San Carlos, Faysville and Brewster Units. 600 @ \$20 each.	\$12,000.00 – Membership
STEM Instructor Fees: Instructor will provide instruction in Science Technology Engineering & Math Camps – Set Fee of \$35.00 per youth participant for the San Carlos, Faysville and Brewster Units. Proposed breakdown, numbers may vary per site. A total of 160 youth will be provided instruction. 20 youth x \$35 x 4 (SC & JFK) = \$2,800.00 20 youth x \$35 x 2 (Faysville/Guerra) = \$1,400.00 20 youth x \$35 x 2 (Brewster) = \$1,400.00	\$5,600.00 – STEM Instructor
Supply/Equipment - Media/Music/Technology Equipment, T-Shirts, recreation, sports, school and art supplies, furniture – chairs/sofa & game room equipment to include but not limited to fooseball table & small pool table.	\$21,673.00 – Supplies
TOTAL GRANT BUDGET:	\$ 60,000.00

**Exhibit B-2 PCT 4
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	1500.00	Membership San Carlos
August	0	
September	6977.41	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
October	6889.55	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
November	6301.98	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
December	6450.95	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
January	5725.99	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
February	7014.05	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
March	6391.66	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
April	6774.01	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
May	5974.40	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
TOTAL:	\$60,000.00	

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 PCT 4
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	70 San Carlos	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
August	0 San Carlos	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
September	245 for All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
October	100 for All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
November	100 for All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
December	85 for All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
January	0 All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
February	0 All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
March	0 All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
April	0 All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
May	0 All three Units - Brewster San Carlos & Faysville	The Cub will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation.
Total for the Year:	600	

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 BOYS & GIRLS CLUB OF ALAMO, 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 \$ 61,500.00, 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.

Initials _____

Revised June 2011

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.

Initials _____

Revised June 2011

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 BOYS & GIRLS CLUB OF ALAMO, 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 Suite 107
Alamo, TX 78516
Email: ucp@ucp.co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to SUBRECIPIENT:

Boys & Girls Club of Alamo, Inc.
Attn: Lyle Skaggs, Jr.
501 North 13th Street
Alamo, Texas 78516
Email: bgclubs_alamosanjuan@yahoo.com
Phone: (956) 782-5437
Fax: (956) 782-0741

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.

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: Boys & Girls Club of Alamo, Inc.

Address: 501 North 13th Street

City/State/Zip: Alamo, Texas 78516

Federal I.D. # or Soc. Sec. #: 74-2713813

DUNS #: 009562666

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 – City of Alamo

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

Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to youth 4-18 years of age, and the purchase of minor recreational equipment/supplies. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Project outcome will develop character and leadership skills.

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

\$ 30,000.00 Awarded By: City of Alamo

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

Salaries & Fringe benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Program Leaders. Purchase of Recreational Equipment & supplies for programs.

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 Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 6:30p.m. After-school M-F from 3:00p.m.-7:30p.m. During sport leagues until 11:00 p.m. & all day Saturday, Sundays & for special events, sports leagues games & tournaments. Our building based programs are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, Health & Life Skills, and Sports, Fitness, & Recreation. Such as, Arts, crafts, computer lab, torch club, "type 2 we're on to you."

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.)

This grant will allow the continued access to services for extremely low and/or low to moderate income residents that otherwise would go unassisted. We are increasing our programs that are covered by this Grant by 20%. The new program to this grant is Basketball.

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.

We service children Ages 4-18 yrs in the Alamo area. Estimated number of children serviced in this area is 320 of which 90% is considered extremely low and/or low to moderate income. The \$30,000.00 covers approximately 16% of the estimated annual cost to provide services to 320 members or these monies approximately cover only 50 members of the 320. These monies must be used to leverage other grant money to try make up the difference.

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

Alamo Unit] 501 N. 13th St. Alamo, TX , [Villagomez Baseball Park] 423 N. Tower Rd. Alamo, TX.
& [Alamo Sports Complex] 600 S. Ridge Rd. Alamo, TX.

Initials _____

Revised June 2011

Exhibit B-1
GRANT BUDGET – City of Alamo

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
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) 7/14-5/15	\$ 29,900.00
Purchase of Recreational Equipment & Supplies	\$ 100.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 30,000.00

Exhibit B-2
PAYMENT SCHEDULE – City of Alamo

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	\$ 4,500.00	Program Salaries
August	\$ 2,200.00	Program Salaries
September	\$ 2,900.00	Program Salaries
October	\$ 2,900.00	Program Salaries
November	\$ 2,900.00	Program Salaries
December	\$ 2,900.00	Program Salaries
January	\$ 2,900.00	Program Salaries
February	\$ 2,900.00	Program Salaries
March	\$ 2,900.00	Program Salaries
April	\$ 2,900.00	Program Salaries
May	\$100.00	Equipment
TOTAL:	\$30,000.00	

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 – City of Alamo

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	35	Provide youth services in the areas of : Character &
August	0	Leadership Development, Health & Life Skills, Education &.
September	36	Career Development, The Arts, Sports, Fitness, & Recreation
October	45	Provide youth services in the areas of : Character &
November	5	Leadership Development, Health & Life Skills, Education &.
December	1	Career Development, The Arts, Sports, Fitness, & Recreation
January	0	Provide youth services in the areas of : Character &
February	52	Leadership Development, Health & Life Skills, Education &.
March	142	Career Development, The Arts, Sports, Fitness, & Recreation
April	0	Provide youth services in the areas of : Character &
May	0	Leadership Development, Health & Life Skills, Education &.
Total for the Year:	320	Career Development, The Arts, Sports, Fitness, & Recreation

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

Exhibit A
STATEMENT OF WORK – City of San Juan

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

Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services to the youth 4-18 years of age. Activities shall also include the purchase of recreational equipment/supplies. The additional service of volleyball programs will be offered to members.

Section II State the CDBG amount awarded and name of awarding City / Precinct.
\$ 10,000.00 Awarded By: City of San Juan

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

Salaries & Fringe benefits for staff providing direct services to include but not limited to Program Director, Unit Director, sports coordinator Program Leaders. Purchase of Recreational Equipment & supplies for programs.

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 Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 3:30p.m. After-school M-F from 3:00p.m.-7:30p.m. During sport leagues until 11:00 p.m. Saturday & Sundays all day for special events, sports leagues games & tournaments Our building based programs are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, Health & Life Skills, and Sports, Fitness, & Recreation. Such as, Arts & crafts, Recreation, computer lab, torch club, "type 2 we're on to you."

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.)

This grant will allow the continued access to services for extremely low, low and/or low to moderate income residents that otherwise would go unassisted. We are increasing our programs that are covered by this Grant by 20%. The new program to this grant Basketball.

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.

We service children Ages 6-18 yrs from San Juan. Estimated number serviced in this area is 100 of which a great majority is considered extremely low, low and/or low to moderate income. These Grant monies only cover approximately 17% of the estimated 100 members served or approximately 17 children. These monies must be are used to leverage other grant money to cover the 83 % shortfall

Section VII List all locations (physical address) where the funded service(s) will be provided.
[Alamo Unit] 501 N. 13th St. Alamo, TX , [Villagomez Baseball Park] 423 N. Tower Rd. Alamo, TX , & [Alamo Sports Complex] 600 S. Ridge Rd. Alamo, TX,

REVISED MARCH 2013
BGCA-SJ- City of San Juan

Initials _____

Revised June 2011

**Exhibit B-1
GRANT BUDGET – 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
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) 7/13-5/14	\$ 9,900.00
Purchase of Recreational Equipment & Supplies	\$100.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Exhibit B-2
PAYMENT SCHEDULE – 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	\$ 2,000.00	Program Salaries/ Equipment Supplies
August	\$ 450.00	Program Salaries/ Equipment Supplies
September	\$ 900.00	Program Salaries/ Equipment Supplies
October	\$ 900.00	Program Salaries/ Equipment Supplies
November	\$ 900.00	Program Salaries/ Equipment Supplies
December	\$ 900.00	Program Salaries/ Equipment Supplies
January	\$ 900.00	Program Salaries/ Equipment Supplies
February	\$ 900.00	Program Salaries/ Equipment Supplies
March	\$ 900.00	Program Salaries/ Equipment Supplies
April	\$ 900.00	Program Salaries/ Equipment Supplies
May	\$ 350.00	Program Salaries/ Equipment Supplies
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 – 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.

201 4 - 201 5 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	50	Provide youth services in the areas of: Character & Leadership Development,
August		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
September	10	Provide youth services in the areas of: Character & Leadership Development,
October		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
November	10	Provide youth services in the areas of: Character & Leadership Development,
December		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
January	15	Provide youth services in the areas of: Character & Leadership Development,
February		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
March	25	Provide youth services in the areas of: Character & Leadership Development,
April	26	Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
May		Provide youth services in the areas of: Character & Leadership Development,
Total for the Year:	136	Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.

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

Exhibit A
STATEMENT OF WORK – Precinct No.1

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

Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services to the youth 4-18 years of age, and purchase of minor recreational equipment / supplies for the youth within the Precinct No. 1 boundaries.

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.

Salaries & Fringe benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Program Leaders. Purchase of Recreational Equipment & supplies for programs.

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 Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 3:30p.m. After-school M-F from 3:00p.m.-7:30p.m. During sport leagues until 11:00 p.m. Saturday & Sundays all day for special events, sports leagues games & tournaments Our building based programs are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, Health & Life Skills, and Sports, Fitness, & Recreation. Such as, Arts & crafts, Recreation, computer lab, torch club, "type 2 we're on to you."

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.)

This grant will allow the continued access to services for extremely low and/or low to moderate income residents that otherwise would go unassisted. We are increasing our programs that are covered by this Grant by 20%. The new programs to this grant is Basketball.

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.

We service children Ages 6-18 yrs in Alamo and surrounding areas. Estimated number of children serviced in this area is 50 of which a majority is considered extremely low and/or low to moderate income. The \$8,000.00 covers approximately 40% of the estimated annual cost to provide services to 50 members or these monies approximately cover the cost for only 18 members of the 50 members. These monies must be used to leverage other grant monies.

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

Alamo Unit] 501 N. 13th St. Alamo, TX , [Villagomez Baseball Park] 423 N. Tower Rd. Alamo, TX,
& [Alamo Sports Complex] 600 S. Ridge Rd. Alamo, TX

**Exhibit B-1
GRANT BUDGET – Pct. 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
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) 7/14 - 5/15	\$ 7,900.00
Purchase of Recreational Equipment & Supplies	\$ 100.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 8,000.00

Exhibit B-2
PAYMENT SCHEDULE --Pct. 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.

201 4 - 201 5 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 800.00	Program Salaries/ Equipment Supplies
August	\$ 400.00	Program Salaries/ Equipment Supplies
September	\$ 800.00	Program Salaries/ Equipment Supplies
October	\$ 800.00	Program Salaries/ Equipment Supplies
November	\$ 800.00	Program Salaries/ Equipment Supplies
December	\$ 800.00	Program Salaries/ Equipment Supplies
January	\$ 800.00	Program Salaries/ Equipment Supplies
February	\$ 800.00	Program Salaries/ Equipment Supplies
March	\$ 800.00	Program Salaries/ Equipment Supplies
April	\$ 800.00	Program Salaries/ Equipment Supplies
May	\$ 400.00	Program Salaries/ Equipment Supplies
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- PCT. 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 months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	25	Provide youth services in the areas of : Character & Leadership Development,
August		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
September	5	Provide youth services in the areas of : Character & Leadership Development,
October		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
November		Provide youth services in the areas of : Character & Leadership Development,
December		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
January	5	Provide youth services in the areas of : Character & Leadership Development,
February		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
March	40	Provide youth services in the areas of : Character & Leadership Development,
April		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
May		Provide youth services in the areas of : Character & Leadership Development,
Total for the Year:	75	Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.

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

Exhibit A
STATEMENT OF WORK – PCT. 2

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

Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program director, program leader(s) to include the purchase of recreational equipment/supplies for the youth 4-18 years of age within the Precinct No. 2 boundaries.

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

\$ 13,500.00 Awarded By: Precinct 2

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

Salaries & benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Sports coordinator, Program Leaders. Purchase of recreational equipment & supplies for programs.

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 Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 3:30p.m. After-school M-F from 3:00p.m.-7:30p.m. During sport leagues until 10:00 p.m. Saturday & Sundays all day for special events, sports leagues games & tournaments Our building based programs are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, Health & Life Skills, and Sports, Fitness, & Recreation. Such as, Arts & crafts, Recreation, computer lab, torch club, "type 2 we're on to you."

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.)

This grant will allow the continued access to services for extremely low and/or low to moderate income residents that otherwise would go unassisted. We are increasing our programs that are covered by this Grant by 20%. The new program to this grant is Basketball.

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.

We service children Ages 4-18 yrs of age from Precinct 2. Estimated number serviced in this area is 100 of which a majority is considered extremely low and/or low to moderate income. The \$13,500.00 covers approximately 40% of the estimated annual cost to provide services to 100 members or these monies approximately cover only 30 members of the 75 members. These monies must be used to leverage other grant money.

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

[Alamo Unit] 501 N. 13th St. Alamo, TX , [Villagomez Baseball Park] 423 N. Tower Rd. Alamo, TX , & [Alamo Sports Complex] 600 S. Ridge Rd. Alamo, TX,

**EXHIBIT B-1
GRANT BUDGET – PCT. 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
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) 7/14 - 5/15	\$ 13,400.00
Purchase of Recreational Equipment & Supplies	\$ 100.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 13,500.00

Exhibit B-2
PAYMENT SCHEDULE – PCT. 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.

201 4 - 201 5 For the Months of..	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 1,200.00	Program Salaries/ Equipment Supplies
August	\$ 1200.00	Program Salaries/ Equipment Supplies
September	\$ 1200.00	Program Salaries/ Equipment Supplies
October	\$ 1200.00	Program Salaries/ Equipment Supplies
November	\$ 1200.00	Program Salaries/ Equipment Supplies
December	\$ 1200.00	Program Salaries/ Equipment Supplies
January	\$ 1200.00	Program Salaries/ Equipment Supplies
February	\$ 1200.00	Program Salaries/ Equipment Supplies
March	\$ 1200.00	Program Salaries/ Equipment Supplies
April	\$ 1200.00	Program Salaries/ Equipment Supplies
May	\$ 1500.00	Program Salaries/ Equipment Supplies
TOTAL:	\$13,500.00	

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 – PCT. 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.

<u>2014</u> - <u>2015</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	25	Provide youth services in the areas of : Character & Leadership Development,
August		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
September	5	Provide youth services in the areas of : Character & Leadership Development,
October		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
November		Provide youth services in the areas of : Character & Leadership Development,
December		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
January	5	Provide youth services in the areas of : Character & Leadership Development,
February		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
March	40	Provide youth services in the areas of : Character & Leadership Development,
April		Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
May		Provide youth services in the areas of : Character & Leadership Development,
Total for the Year:	75	Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.

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

Initials _____

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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 BOYS & GIRLS CLUB OF PHARR 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 **\$10,000.00**, 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 _____

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**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.

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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 **BOYS & GIRLS CLUB OF PHARR, 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.

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.

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

If to SUBRECIPIENT:

Boys & Girls Club of Pharr, Inc.
Attn: Alfredo Mata, Jr., Chief Professional Officer
1026 S. Fir Street
Pharr, Texas 78577
Email: fmata@pharrkids.org
Phone: (956) 781-5437
Fax: (956) 781-0837

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 _____

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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 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: Boys & Girls Club of Pharr, Inc.

Address: 1026 S. Fir Street

City/State/Zip: Pharr, Texas 78577

Federal I.D. # or Soc. Sec. #: 75-2258513

DUNS #: 940154677

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

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Exhibit A
STATEMENT OF WORK -PCT 2

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

Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as unit director, recreational leaders to include the purchase of recreational equipment/supplies for the youth 4-18 years of age within the Precinct No. 2 boundaries.

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

\$ 10,000.00 Awarded By: Pct. #2

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

Salaries & fringe benefits for staff (Unit Director) who will provide direct public service.

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 Lopezville Unit Director will provide direct services Monday-Friday 8:00am-4:30pm at Arnoldo Cantu, Sr. Elementary during the school year. As a result of CDBG funds, programs provided include: afterschool homework assistance/tutoring, technology program and our new "Stay SMART" Program. The Unit Director will offer services to six classes each day of the week ranging from Kinder-5th Grade.

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 CDBG funds will allow for the Lopezville Unit to provide the new "Stay SMART" Program to 300 clients. This is a new program that is being provided to our clients. Clients will continue to participate in afterschool homework assistance/tutoring and technology.

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.

Extremely low and/or low income children ages 5-12 who live in Lopezville area and attend Arnoldo Cantu, Sr. Elementary. We estimate serving 300 youth.

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

The Lopezville Unit located at Arnoldo Cantu Sr. Elementary, 2900 N. Raul Longoria, San Juan, TX 78589

**Exhibit B-1
GRANT BUDGET – PCT 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
Salaries & fringe benefits for Unit Director to provide direct services	\$10,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Exhibit B-2
PAYMENT SCHEDULE – PCT 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.

201__ - 201__ For the Months of...	<u>Estimated Amount</u> <u>Of Expenditures</u>	Type of Budgeted Expenditures
July	0.00	
August	0.00	
September	1,492.03	Salaries/Fringe Benefits
October	1,492.03	Salaries/Fringe Benefits
November	1,424.21	Salaries/Fringe Benefits
December	1,017.29	Salaries/Fringe Benefits
January	1,002.22	Salaries/Fringe Benefits
February	1,400.00	Salaries/Fringe Benefits
March	1,000.00	Salaries/Fringe Benefits
April	1,172.22	Salaries/Fringe Benefits
May	0.00	Salaries/Fringe Benefits
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 – PCT 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.

201__ - 201__ For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	300	New Program: Stay SMART...homework help/tutoring & technology.
October	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
November	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
December	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
January	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
February	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
March	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
April	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
May	same 300 youth as previous months	New Program: Stay SMART...homework help/tutoring & technology.
Total for the Year:	300	

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

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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 BOYS AND GIRLS CLUB OF MISSION, 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 \$ 46,000.00, 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 _____

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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.

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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.

Initials _____

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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 BOYS AND GIRLS CLUB OF MISSION, 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.

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.

Initials _____

Revised JUNE 2011

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

If to SUBRECIPIENT:

Boys and Girls Club of Mission, Inc.
Attn: Luduvico Martinez
209 West 18th Street
Mission, Texas 78572
email: Lmartinez@missiontexas.us
Phone: (956) 585-3606
Fax: (956) 585-2436

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 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: Boys and Girls Club of Mission, Inc.

Address: 209 W. 18th Street

City/State/Zip: Mission, Texas 78572

Federal I.D. # or Soc. Sec. #: 74-6001738

DUNS #: 010550424

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 _____

90% at risk Hispanics of which approximately 70% of them come from low income families. There are age's 5-12 male and females. We will be serving approximately 230 disadvantaged children at the Jessie Jensen Unit.

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

Jessie Jensen Elementary School – 501 N.Glasscock Blvd. Alton, Tx 78573
Main Club @ 209 W. 18th street Mission, Tx 78573

**Exhibit B-1
GRANT BUDGET – PCT 3**

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
Personnel- 7 Part Time employees to work 20 hours per week for 9 months	\$ 35,800
Fringe Benefits for 6 part time employees for FICA @ 7.65% (Social Security, Medicare, and Workers Comp)	\$3,200
Technology, Sports Equipment and Supplies for the Boys & Girls Club program to provide services to its youth members	\$7,000
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 46,000

Exhibit B-2
PAYMENT SCHEDULE – PCT 3

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	4,300	Salary & Benefits
October	4,300	Salary & Benefits
November	4,300	Salary & Benefits
December	4,300 3,500	Salary & Benefits Equipment & Supplies
January	4,300 3,500	Salary & Benefits Equipment & Supplies
February	4,300	Salary & Benefits
March	4,300	Salary & Benefits
April	4,300	Salary & Benefits
May	4,600	Salary & Benefits
TOTAL:	46,000	

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- PCT 3

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		
August		
September	50	
October	25	
November	25	
December	25	
January	50	
February	25	
March	35	
April		
May		
Total for the Year:	235	

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.

Initials _____

Revised JUNE 2011

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 _____

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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 GIRL SCOUTS OF GREATER SOUTH TEXAS, 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 \$12,150.00 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.

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.

Initials _____

Revised June 2011

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 GIRL SCOUTS OF GREATER SOUTH TEXAS.

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.

Initials _____

Revised June 2011

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.

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

Initials _____

Revised June 2011

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

If to SUBRECIPIENT:

Girl Scouts of Greater South Texas
Attn: Lea Peacock, CEO
202 E. Madison
Harlingen, TX 78550
email: lpeacock@gsgst.org
Phone: (800) 477-2688
Fax: (956) 425-9602

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.

SECTION XVII

Effective Date

The effective date of this agreement shall be the 1st 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: Girl Scouts of Greater South Texas

Address: 202 East Madison

City/State/Zip: Harlingen, Texas 78550

Federal I.D. # or Soc. Sec. #: 74-1256499

DUNS #: 164933475

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 – Precinct 1

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

Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services youth girls 4-18 years of age within the Precinct No. 1 boundaries Location of Services: Elementary Schools within Precinct No. 1 Boundaries.

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

\$ 4,000.00 Awarded By: Precinct 1

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

Funds will be used to pay for memberships fees of \$15.00 for 267 girls (\$15x267=\$4005.00). Council will pay in-kind \$5.00

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 Girl Scout Outreach program will be presented to girls of low to moderate income homes in Precinct 1, during PE classes at school as approved by the school district. They will be given lessons from the Girl Scout Journey Series, with an emphasis in STEM (Science, Technology, Engineering, and Math) skills.

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 provide new and improved services to extremely low to moderate income residents through participation in the Girl Scout Outreach Program.

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 program will be presented to 267 girls in Kinder to 5th grade in schools in the Precinct 1 area, who would otherwise not have the opportunity to be a part of Girl Scouting.

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

We will contact the following schools **Runn Elementary**, 1701 E Hwy 281, Donna, TX 78537, **Stainke Elementary**, 1309 South Ave, Donna, TX 78537, and **PS Garza Elementary**, 8801 W. Alberta, Donna, TX 78537 to make arrangements to serve one or more of these schools in the Precinct 1 area.

**Exhibit B-1
GRANT BUDGET – 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
Memberships for 267 girls @ \$15.00 = \$4005.00 (minus \$5 to be paid in kind by council)	\$4,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Exhibit B-2
PAYMENT SCHEDULE – 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</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	0	
August	0	
September	0	
October	0	
November	1020.00	Memberships
December	1020.00	Memberships
January	900.00	Memberships
February	450.00	Memberships
March	450.00	Memberships
April	160.00	Memberships
May	0	
TOTAL:	\$4,000.00	

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.

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Exhibit C
SCHEDULE OF ACTIVITY – 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 months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		Recruitment/GS outreach in-school program
August		Recruitment/GS outreach in-school program
September		Recruitment/GS outreach in-school program
October		Recruitment/GS outreach in-school program
November	68	Recruitment/GS outreach in-school program
December	68	Recruitment/GS outreach in-school program
January	60	Recruitment/GS outreach in-school program
February	30	Recruitment/GS outreach in-school program
March	30	Recruitment/GS outreach in-school program
April	11	Recruitment/GS outreach in-school program
May		Recruitment/GS outreach in-school program
Total for the Year:	267	

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

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Initials _____

Revised June 2011

Exhibit A
STATEMENT OF WORK – Precinct 3

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

Project expenditures include the reimbursement of Membership dues for LMI girls 4-18 years of age within the Precinct No. 3 area.

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

\$ 2,750.00 Awarded By: Precinct 3

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

Funds will be used to pay for memberships fees of \$15.00 for 184 girls (\$15x184=\$2760.00). Council will pay in-kind \$10.00

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 Girl Scout Outreach program will be presented to girls of low to moderate income homes in Precinct 1, during PE classes at school as approved by the school district. They will be given lessons from the Girl Scout Journey Series, with an emphasis in STEM (Science, Technology, Engineering, and Math) skills.

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 provide new and improved services to extremely low to moderate income residents through participation in the Girl Scout Outreach Program.

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 program will be presented to 184 girls in Kinder to 5th grade in schools in the Precinct 3 area, who would otherwise not have the opportunity to be a part of Girl Scouting.

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

We will contact the following schools **Alton Elementary**, 205 N. Chicago, Alton, TX 78574, **Midkiff Elementary**, 4201 N Mayberry Rd, Mission, TX 78574, **Tabasco Elementary**, 223 S Leo Ave, La Joya, TX 78560, and **Benavides Elementary**, 1882 El Pinto Rd, Sullivan City, TX 78595 to make arrangements to serve one or more of these schools in the Precinct 3 area.

Exhibit B-1
GRANT BUDGET – Precinct 3

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
Memberships for 184 girls @ \$15.00 = \$2760.00 (minus \$10 to be paid in kind by council)	\$2,750.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 2,750.00

Exhibit B-2
PAYMENT SCHEDULE – Precinct 3

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	0	
August	0	
September	0	
October	0	
November	510.00	Memberships
December	510.00	Memberships
January	510.00	Memberships
February	510.00	Memberships
March	360.00	Memberships
April	350.00	Memberships
May	0	
TOTAL:	\$2,750.00	

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.

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Exhibit C
SCHEDULE OF ACTIVITY – Precinct 3

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		Recruitment/GS outreach in-school program
August		Recruitment/GS outreach in-school program
September		Recruitment/GS outreach in-school program
October		Recruitment/GS outreach in-school program
November	34	Recruitment/GS outreach in-school program
December	34	Recruitment/GS outreach in-school program
January	34	Recruitment/GS outreach in-school program
February	34	Recruitment/GS outreach in-school program
March	24	Recruitment/GS outreach in-school program
April	24	Recruitment/GS outreach in-school program
May		Recruitment/GS outreach in-school program
Total for the Year:	184	

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

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Initials _____

Revised June 2011

Exhibit A
STATEMENT OF WORK – Precinct 4

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

Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 4 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.
\$ 5,400.00 Awarded By: Precinct 4

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

Funds will be used to pay for memberships fees of \$15.00 for 360 girls (\$15x360=\$5400.00).

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 Girl Scout Outreach program will be presented to girls of low to moderate income homes in Precinct 1, during PE classes at school as approved by the school district. They will be given lessons from the Girl Scout Journey Series, with an emphasis in STEM (Science, Technology, Engineering, and Math) skills.

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 provide new and improved services to extremely low to moderate income residents through participation in the Girl Scout Outreach Program.

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 program will be presented to 360 girls in Kinder to 5th grade in schools in the Precinct 4 area, who would otherwise not have the opportunity to be a part of Girl Scouting.

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

We will contact the following schools **Brewster Elementary**, Rt 3 Box 101, Linn, TX 78542, **Guerra Elementary**, 10010 N. Via Fernandez Rd, Edinburg, TX 78542, **San Carlos Elementary**, 505 S 83rd St, Edinburg, TX 78539, **Monte Cristo Elementary**, 4010 N. Doolittle Rd, Edinburg, TX 78541, and **John F. Kennedy Elementary**, 8610 Tex-Mex Rd, Edinburg, TX 78542 to make arrangements to serve one or more of these schools in the Precinct 4 area.

Exhibit B-1
GRANT BUDGET – Precinct 4

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
Memberships for 360 girls @ \$15.00 = \$5,400.00	\$5,400.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 5,400.00

Exhibit B-2
PAYMENT SCHEDULE – Precinct 4

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	
August	0	
September	0	
October	0	
November	1020.00	Memberships
December	1020.00	Memberships
January	1020.00	Memberships
February	585.00	Memberships
March	585.00	Memberships
April	585.00	Memberships
May	585.00	Memberships
TOTAL:	\$5,400.00	

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.

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Exhibit C
SCHEDULE OF ACTIVITY – Precinct 4

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		Recruitment/GS outreach in-school program
August		Recruitment/GS outreach in-school program
September		Recruitment/GS outreach in-school program
October		Recruitment/GS outreach in-school program
November	68	Recruitment/GS outreach in-school program
December	68	Recruitment/GS outreach in-school program
January	68	Recruitment/GS outreach in-school program
February	39	Recruitment/GS outreach in-school program
March	39	Recruitment/GS outreach in-school program
April	39	Recruitment/GS outreach in-school program
May	39	Recruitment/GS outreach in-school program
Total for the Year:	360	

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

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

**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.”