

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 CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, 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 **\$ 92,500.00**, 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 Initials _____

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.

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 **CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, 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.

Initials _____

Revised June 2011

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:

Initials _____

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**:

Children's Advocacy Center of Hidalgo County, Inc.
Attn: Victoria Medina
525 West Wisconsin Road
Edinburg, Texas 78539
email: victoria@cachidalgo.org
Phone: (956) 287-9754
Fax: (956) 287-9764

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st 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: Children's Advocacy Center of Hidalgo County, Inc.

Address: 525 West Wisconsin Road

City/State/Zip: Edinburg, Texas 78539

Federal I.D. # or Soc. Sec. #: 74-2963711

DUNS #: 08-426-4410

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

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

Initials _____

Precinct No.1
Exhibit A
STATEMENT OF WORK

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

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates/ Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

Section II State the CDBG amount awarded and name of awarding City / Precinct.
 \$ \$25,000 Awarded By: Precinct #1

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

Salaries and benefits

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.).

Child Forensic Interviews	SANEs/Medical Examinations
Immediate Crisis Intervention/therapy	Criminal Justice Advocacy/Case review/Tracking
Long Term Counseling for Victims & Family	Referrals on site & off site as needed
Assistance Filing Compensation Claims	Accompaniment of Victims to (court) when possible
Community Outreach/Presentations	Victim/Family Follow Ups

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are made available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

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.)

Funds will continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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 services and activities are exclusively for abused children presumed to be principally low and moderate income, both male and female between the ages of 2 to 17 years of age. The Center currently sees a range in average of 65 to 85 clients per month.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

Precinct 1
Exhibit B-1
GRANT BUDGET

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist, Executive Director)	\$ 25,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 25,000

Precinct 1
Exhibit B-2
PAYMENT SCHEDULE

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

2014- 2015 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$2,500	Salaries and Benefits
August	\$3,000	Salaries and Benefits
September	\$2,500	Salaries and Benefits
October	\$2,500	Salaries and Benefits
November	\$1,500	Salaries and Benefits
December	\$2,500	Salaries and Benefits
January	\$2,500	Salaries and Benefits
February	\$2,500	Salaries and Benefits
March	\$2,500	Salaries and Benefits
April	\$2,000	Salaries and Benefits
May	\$1,000	Salaries and Benefits
TOTAL:	25,000	

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.

Precinct 1
Exhibit C
SCHEDULE OF ACTIVITY

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

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

2014 - 2015 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
May	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	125	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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

Initials _____

Revised June 2011

**Precinct 2
Exhibit A
STATEMENT OF WORK**

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

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates, Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

Section II State the CDBG amount awarded and name of awarding City / Precinct.
\$ \$15,000 Awarded By: Precinct #2

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

Salaries & Benefits

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.).

Child Forensic Interviews	SANEs/Medical Examinations
Immediate Crisis Intervention/therapy	Criminal Justice Advocacy/Case review/Tracking
Long Term Counseling for Victims & Family	Referrals on site & off site as needed
Assistance Filing Compensation Claims	Accompaniment of Victims to (court) when possible
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The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are made available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

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Funds will continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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 services and activities are exclusively for abused children presumed to be principally low and moderate income, both male and female between the ages of 2 to 17 years of age. The Center currently sees a range in average of 65 to 85 clients per month.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

**Precinct 2
Exhibit B-1
GRANT BUDGET**

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist, Executive Director)	\$15,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 15,000

Precinct 2
Exhibit B-2
PAYMENT SCHEDULE

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

2014- 2015 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$1,500	Salaries and Benefits
August	\$1,500	Salaries and Benefits
September	\$1,000	Salaries and Benefits
October	\$1,000	Salaries and Benefits
November	\$1,500	Salaries and Benefits
December	\$1,500	Salaries and Benefits
January	\$1,000	Salaries and Benefits
February	\$1,000	Salaries and Benefits
March	\$2,000	Salaries and Benefits
April	\$1,500	Salaries and Benefits
May	\$1,500	Salaries and Benefits
TOTAL:	\$15,000	

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

Precinct 2
Exhibit C
SCHEDULE OF ACTIVITY

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

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

2014 - 2015 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
May	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	65	

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

**Precinct 3
Exhibit A
STATEMENT OF WORK**

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

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates, Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

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

\$ \$25,000 Awarded By: Precinct #3

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

Salaries and benefits

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.).

Child Forensic Interviews	SANEs/Medical Examinations
Immediate Crisis Intervention/therapy	Criminal Justice Advocacy/Case review/Tracking
Long Term Counseling for Victims & Family	Referrals on site & off site as needed
Assistance Filing Compensation Claims	Accompaniment of Victims to (court) when possible
Community Outreach/Presentations	Victim/Family Follow Ups

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are made available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

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.)

Funds will continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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 services and activities are exclusively for abused children presumed to be principally low and moderate income, both male and female between the ages of 2 to 17 years of age. The Center currently sees a range in average of 65 to 85 clients per month.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

**Precinct 3
Exhibit B-1
GRANT BUDGET**

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist, Executive Director)	\$25,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 25,000

Precinct 3
Exhibit B-2
PAYMENT SCHEDULE

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

2014- 2015 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	1,500	Salaries and Benefits
August	\$2,500	Salaries and Benefits
September	\$1,750	Salaries and Benefits
October	\$2,500	Salaries and Benefits
November	\$1,750	Salaries and Benefits
December	\$1,750	Salaries and Benefits
January	\$2,500	Salaries and Benefits
February	\$3,000	Salaries and Benefits
March	\$2,750	Salaries and Benefits
April	\$2,500	Salaries and Benefits
May	\$2,500	Salaries and Benefits
TOTAL:	\$25,000	

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.

Precinct 3
Exhibit C
SCHEDULE OF ACTIVITY

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

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

2014 - 2015 For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
May	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	105	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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

Precinct 4
Exhibit A
STATEMENT OF WORK

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

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates,/Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

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

\$ \$17,500 Awarded By: Precinct #4

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

Salaries and benefits

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.).

Child Forensic Interviews	SANEs/Medical Examinations
Immediate Crisis Intervention/therapy	Criminal Justice Advocacy/Case review/Tracking
Long Term Counseling for Victims & Family	Referrals on site & off site as needed
Assistance Filing Compensation Claims	Accompaniment of Victims to (court) when possible
Community Outreach/Presentations	Victim/Family Follow Ups

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are made available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

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.)

Funds will continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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 services and activities are exclusively for abused children presumed to be principally low and moderate income, both male and female between the ages of 2 to 17 years of age. The Center currently sees a range in average of 65 to 85 clients per month.

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

Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

Precinct 4
Exhibit B-1
GRANT BUDGET

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist, Executive Director)	\$17,500.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 17,500

Precinct 4
Exhibit B-2
PAYMENT SCHEDULE

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

2014- 2015 For the Months of...	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July	\$1,000	Salaries and Benefits
August	\$1,500	Salaries and Benefits
September	\$1,500	Salaries and Benefits
October	\$1,500	Salaries and Benefits
November	\$1,250	Salaries and Benefits
December	\$1,500	Salaries and Benefits
January	\$1,250	Salaries and Benefits
February	\$1,500	Salaries and Benefits
March	\$2,500	Salaries and Benefits
April	\$2,000	Salaries and Benefits
May	\$2,000	Salaries and Benefits
TOTAL:	\$17,500	

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.

Precinct 4
Exhibit C
SCHEDULE OF ACTIVITY

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

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

2014 - 2015 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	8	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	7	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
May	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	60	

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

City of Merced
Exhibit A
STATEMENT OF WORK

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

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates, Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of the City of Merced.

Section II State the CDBG amount awarded and name of awarding City / Precinct.
 \$ \$10,000 Awarded By: City of Merced

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

Salaries

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.).

Child Forensic Interviews	SANEs/Medical Examinations
Immediate Crisis Intervention/therapy	Criminal Justice Advocacy/Case review/Tracking
Long Term Counseling for Victims & Family	Referrals on site & off site as needed
Assistance Filing Compensation Claims	Accompaniment of Victims to (court) when possible
Community Outreach/Presentations	Victim/Family Follow Ups

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are made available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

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.)

Funds will continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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 services and activities are exclusively for abused children presumed to be principally low and moderate income, both male and female between the ages of 2 to 17 years of age. The Center currently sees a range in average of 65 to 85 clients per month.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

City of Mercedes
Exhibit B-1
GRANT BUDGET

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist, Executive Director)	\$10,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000

City of Mercedes
Exhibit B-2
PAYMENT SCHEDULE

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

2014- 2015 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$ 750	Salaries and Benefits
August	\$1,000	Salaries and Benefits
September	\$ 500	Salaries and Benefits
October	\$1,500	Salaries and Benefits
November	\$ 500	Salaries and Benefits
December	\$ 750	Salaries and Benefits
January	\$ 500	Salaries and Benefits
February	\$1,000	Salaries and Benefits
March	\$1,000	Salaries and Benefits
April	\$1,000	Salaries and Benefits
May	\$1,500	Salaries and Benefits
TOTAL:	\$10,000	

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

City of Mercedes
Exhibit C
SCHEDULE OF ACTIVITY

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

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

2014 - 2015 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	1	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	1	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
May	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	20	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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 CASA OF HIDALGO COUNTY, 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 **\$ 68,500.00**, 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.

Initials _____

Revised June 2011

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 CASA OF HIDALGO COUNTY, 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 E. Duranta Suite 107
Alamo, TX 78516
Email: ucp@ucp.co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2977

If to SUBRECIPIENT:

CASA of Hidalgo County Inc.
Attn: Diana Almaguer, Executive Director
1001 South 10th Avenue
Edinburg, Texas 78539
email: dalmaguer@casaofhidalgo.com
Phone: (956) 381-0346
Fax: (956) 381-9232

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: CASA of Hidalgo County Inc.

Address: 1001 South 10th Avenue

City/State/Zip: Edinburg, Texas 78539

Federal I.D. # or Soc. Sec. #: 74-2722553

DUNS #: 105721265

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 - 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 (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings.

Section II

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

\$ 7,500

Awarded By: San Juan

Section III

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate.

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.).

To visit the children in their designated placement either locally within Hidalgo County and/or out of Hidalgo County, observe child visitations, attend all meetings, write the court reports, interview appropriate parties on all cases, acquire needed resources to assist all the CASA children, attend court hearings, ARDs at schools, inquire about client and family counseling, individual, group and family therapy.

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 continued services will be provided to benefit male and female children (ages 0 to 18) who primarily have been physically and/or sexually abused and neglected. Contact will be made during school hours and after school hours to avoid interruption with the children's schedules.

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 number of approximate beneficiaries to be serviced is 60. All CASA's children, ages 0 to 18, are victims of child abuse and neglect and are classified as presumed low income. The area of residency is San Juan.

Section VII

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

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

Exhibit B-1
GRANT BUDGET – 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
Salary and Fringe Benefits of staff providing direct services to include, but not limited to a Case Manager(s), Case Manager Supervisor and Executive Director	\$7,200
Mileage for staffing, providing direct services that include conducting home visits, court hearings, etc.	\$300.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 7,500

Exhibit B-2
PAYMENT SCHEDULE – 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	\$681.81	Staff Salary, fringe, staff and advocate mileage
August	\$681.81	Staff Salary, fringe, staff and advocate mileage
September	\$681.81	Staff Salary, fringe, staff and advocate mileage
October	\$681.81	Staff Salary, fringe, staff and advocate mileage
November	\$681.81	Staff Salary, fringe, staff and advocate mileage
December	\$681.81	Staff Salary, fringe, staff and advocate mileage
January	\$681.81	Staff Salary, fringe, staff and advocate mileage
February	\$681.81	Staff Salary, fringe, staff and advocate mileage
March	\$681.81	Staff Salary, fringe, staff and advocate mileage
April	\$681.81	Staff Salary, fringe, staff and advocate mileage
May	\$681.90	
TOTAL:	\$7,500.00	

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

Exhibit C
SCHEDULE OF ACTIVITY – SAN JUAN

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

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

2014__ - 2015__ For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July	0	Advocacy Referral
August	10	Advocacy Referral
September	5	Advocacy Referral
October	5	Advocacy Referral
November	5	Advocacy Referral
December	10	Advocacy Referral
January	5	Advocacy Referral
February	0	Advocacy Referral
March	5	Advocacy Referral
April	5	Advocacy Referral
May	10	Advocacy Referral
Total for the Year:	60	

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

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.

Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings.

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

\$ 8,000 Awarded By: Precinct 1

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate.

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.).

To visit the children in their designated placement either locally within Hidalgo County and/or out of Hidalgo County, observe child visitations, attend all meetings, write the court reports, interview appropriate parties on all cases, acquire needed resources to assist all the CASA children, attend court hearings, ARDs at schools, inquire about client and family counseling, individual, group and family therapy.

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 continued services will be provided to benefit male and female children (ages 0 to 18) who primarily have been physically and/or sexually abused and neglected. Contact will be made during school hours and after school hours to avoid interruption with the children's schedules.

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 number of approximate beneficiaries to be serviced 70. All CASA's children, ages 0 to 18, are victims of child abuse and neglect and are classified as presumed low income. The area of residency is Precinct 1.

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

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

**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
Salary and Fringe Benefits of staff providing direct services to include, but not limited to a Case Manager(s), Case Manager Supervisor and Executive Director	\$7,000
Mileage for staffing, providing direct services that include conducting home visits, court hearings, etc.	\$1,000
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 8,000

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.

2014 - 2015 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	\$800	Staff Salary, fringe, staff and advocate mileage
August	\$800	Staff Salary, fringe, staff and advocate mileage
September	\$800	Staff Salary, fringe, staff and advocate mileage
October	\$800	Staff Salary, fringe, staff and advocate mileage
November	\$800	Staff Salary, fringe, staff and advocate mileage
December	\$800	Staff Salary, fringe, staff and advocate mileage
January	\$800	Staff Salary, fringe, staff and advocate mileage
February	\$800	Staff Salary, fringe, staff and advocate mileage
March	\$800	Staff Salary, fringe, staff and advocate mileage
April	\$800	Staff Salary, fringe, staff and advocate mileage
May	\$0	
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	5	Advocacy Referral
August	5	Advocacy Referral
September	10	Advocacy Referral
October	5	Advocacy Referral
November	5	Advocacy Referral
December	10	Advocacy Referral
January	10	Advocacy Referral
February	5	Advocacy Referral
March	5	Advocacy Referral
April	5	Advocacy Referral
May	5	Advocacy Referral
Total for the Year:	70	

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 but are not limited to the reimbursement of salaries and fringe benefits for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings.

Section II

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

\$ 18,000 Awarded By: Precinct 2

Section III

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate.

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.).

To visit the children in their designated placement either locally within Hidalgo County and/or out of Hidalgo County, observe child visitations, attend all meetings, write the court reports, interview appropriate parties on all cases, acquire needed resources to assist all the CASA children, attend court hearings, ARDs at schools, inquire about client and family counseling, individual, group and family therapy.

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 continued services will be provided to benefit male and female children (ages 0 to 18) who primarily have been physically and/or sexually abused and neglected. Contact will be made during school hours and after school hours to avoid interruption with the children's schedules.

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 number of approximate beneficiaries to be serviced is 35. All CASA's children, ages 0 to 18, are victims of child abuse and neglect and are classified as presumed low income. The area of residency is Precinct 2.

Section VII

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

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

**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
Salary and Fringe Benefits of staff providing direct services to include, but not limited to a Case Manager(s), Case Manager Supervisor and Executive Director	\$16,500
Mileage for staffing, providing direct services that include conducting home visits, court hearings, etc.	\$1,500
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 18,000

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.

2014__ - 2015__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$1636.36	Staff Salary, fringe, staff and advocate mileage
August	\$1636.36	Staff Salary, fringe, staff and advocate mileage
September	\$1636.36	Staff Salary, fringe, staff and advocate mileage
October	\$1636.36	Staff Salary, fringe, staff and advocate mileage
November	\$1636.36	Staff Salary, fringe, staff and advocate mileage
December	\$1636.36	Staff Salary, fringe, staff and advocate mileage
January	\$1636.36	Staff Salary, fringe, staff and advocate mileage
February	\$1636.36	Staff Salary, fringe, staff and advocate mileage
March	\$1636.36	Staff Salary, fringe, staff and advocate mileage
April	\$1636.36	Staff Salary, fringe, staff and advocate mileage
May	\$1636.36	
TOTAL:	\$18,000.00	

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.

2014__ - 2015__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	Advocacy Referral
August	0	Advocacy Referral
September	5	Advocacy Referral
October	5	Advocacy Referral
November	5	Advocacy Referral
December	0	Advocacy Referral
January	5	Advocacy Referral
February	0	Advocacy Referral
March	5	Advocacy Referral
April	5	Advocacy Referral
May	5	Advocacy Referral
Total for the Year:	35	

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

Exhibit A
STATEMENT OF WORK - PCT 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 but are not limited to the reimbursement of salaries and fringe benefits for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings.

Section II

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

\$ 35,000

Awarded By: Precinct 3

Section III

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate.

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.).

To visit the children in their designated placement either locally within Hidalgo County and/or out of Hidalgo County, observe child visitations, attend all meetings, write the court reports, interview appropriate parties on all cases, acquire needed resources to assist all the CASA children, attend court hearings, ARDs at schools, inquire about client and family counseling, individual, group and family therapy.

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 continued services will be provided to benefit male and female children (ages 0 to 18) who primarily have been physically and/or sexually abused and neglected. Contact will be made during school hours and after school hours to avoid interruption with the children's schedules.

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 number of approximate beneficiaries to be serviced is 62. All CASA's children, ages 0 to 18, are victims of child abuse and neglect and are classified as presumed low income. The area of residency is Precinct 3.

Section VII

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

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

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
Salary and Fringe Benefits of staff providing direct services to include, but not limited to a Case Manager(s), Case Manager Supervisor and Executive Director	\$33,000
Mileage for staffing, providing direct services that include conducting home visits, court hearings, etc.	\$2,000
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 35,000

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...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$3181.81	Staff Salary, fringe, staff and advocate mileage
August	\$3181.81	Staff Salary, fringe, staff and advocate mileage
September	\$3181.81	Staff Salary, fringe, staff and advocate mileage
October	\$3181.81	Staff Salary, fringe, staff and advocate mileage
November	\$3181.81	Staff Salary, fringe, staff and advocate mileage
December	\$3181.81	Staff Salary, fringe, staff and advocate mileage
January	\$3181.81	Staff Salary, fringe, staff and advocate mileage
February	\$3181.81	Staff Salary, fringe, staff and advocate mileage
March	\$3181.81	Staff Salary, fringe, staff and advocate mileage
April	\$3181.81	Staff Salary, fringe, staff and advocate mileage
May	\$3181.90	
TOTAL:	\$35,000.00	

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 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	2	Advocacy Referral
August	10	Advocacy Referral
September	5	Advocacy Referral
October	5	Advocacy Referral
November	5	Advocacy Referral
December	10	Advocacy Referral
January	5	Advocacy Referral
February	0	Advocacy Referral
March	5	Advocacy Referral
April	5	Advocacy Referral
May	10	Advocacy Referral
Total for the Year:	62	

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 LA UNION DEL PUEBLO ENTERO, 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 \$36,850.00, 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.

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.

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 **LA UNION DEL PUEBLO ENTERO**.

Initials _____

Revised June 2011

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 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**:

La Union Del Pueblo Entero (LUPE)
Attn: Vaughn Cox
P.O. Box 188
San Juan, Texas 78589
Email: voncox@lupenet.org
Phone: (956) 782-6655
Fax: (956) 782-2125

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.

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: La Union Del Pueblo Entero (LUPE)

Address: P.O. Box 188

City/State/Zip: San Juan, Texas 78589

Federal I.D. # or Soc. Sec. #: 93-1029197

DUNS #: 148978161

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 – Pct. 1

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

Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as for the outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership

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

\$ 10,000 Awarded By: Hidalgo County Pct #1

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

Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct #1

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.).

1. ESL class will meet for a total of nine hours per month at the Casa Saldaña Community Center
2. GED class will meet for a total of nine hours per month at the Casa Saldaña Community Center
3. Citizenship class will meet for a total of nine hours per month at the Casa Saldaña Community Center
4. An Outreach Specialist will disseminate information about LUPE programs, benefits, and services and conduct leadership development activities for residents of Precinct #1.

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.)

Because funding was unchanged, services will be the same as in the previous year.

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.

At least 120 low-income residents residing in Precinct #1, will participate in one of the ESL, Citizenship, or GED classes. People of any age may enroll in the ESL class, but only Legal Permanent Residents may enroll in the citizenship classes.

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

1225 N. FM491, Mercedes TX 78570

**Exhibit B-1
GRANT BUDGET – Pct. 1**

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient 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
Salary support for staff who provide direct services	\$ 10,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000

Initials _____

REVISED MARCH 2013

Exhibit B-2
PAYMENT SCHEDULE – Pct. 1

Sub-recipient 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**. Sub-recipient will be allowed up to two (2) amendments to the payment schedule.

2014 - 20145 For the Months of...	<u>Estimated Amount</u> Of Expenditures	Type of Budgeted Expenditures
July 2014	\$ 909	Salary for staff who provide direct services
August 2014	\$ 909	Salary for staff who provide direct services
September 2014	\$ 909	Salary for staff who provide direct services
October 2014	\$ 909	Salary for staff who provide direct services
November 2014	\$ 909	Salary for staff who provide direct services
December 2014	\$ 909	Salary for staff who provide direct services
January 2015	\$ 909	Salary for staff who provide direct services
February 2015	\$ 909	Salary for staff who provide direct services
March 2015	\$ 909	Salary for staff who provide direct services
April 2015	\$ 909	Salary for staff who provide direct services
May 2015	\$ 910	Salary for staff who provide direct services
TOTAL:	\$10,000	

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

Initials _____

REVISED MARCH 2013

Exhibit C
SCHEDULE OF ACTIVITY- Pct.1

Sub-recipient 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 Sub-recipient 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 2014	40	Self-development classes, outreach, & leadership development activities
August 2014	15	Self-development classes, outreach, & leadership development activities
September 2014	10	Self-development classes, outreach, & leadership development activities
October 2014	8	Self-development classes, outreach, & leadership development activities
November 2014	8	Self-development classes, outreach, & leadership development activities
December 2014	8	Self-development classes, outreach, & leadership development activities
January 2015	8	Self-development classes, outreach, & leadership development activities
February 2015	8	Self-development classes, outreach, & leadership development activities
March 2015	5	Self-development classes, outreach, & leadership development activities
April 2015	5	Self-development classes, outreach, & leadership development activities
May 2015	5	Self-development classes, outreach, & leadership development activities
Total for the Year:	120	

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

Initials _____

REVISED MARCH 2013

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 but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership training for community residents within the Precinct No. 2 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.
\$ \$9,698 Awarded By: Hidalgo County Pct #2

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

Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct #2

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.).

5. One ESL classe will meet for a total of nine hours each per month at the LUPE San Juan Center
6. Citizenship - English class will meet for a total of nine hours per month at the LUPE San Juan Center
7. Citizenship -- Spanish class will meet for a total of nine hours per month at the LUPE San Juan Center
8. An Outreach Specialist will disseminate information about LUPE programs, benefits, and services and conduct leadership development activities for residents of Precinct #2.

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.)

Since funding rates are not changed from the previous fiscal year, the services offered will remain the same.

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.

At least 60 low-income residents residing in eligible portions of Precinct #2, will participate in one of the ESL, or Citizenship classes. People of any age may enroll in the ESL class, but only Legal Permanent Residents may enroll in the citizenship classes.

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

1601 E. Business Highway 83, San Juan TX 78589

Initials _____

Revised June 2011

**Exhibit B-1
GRANT BUDGET – Pct. 2**

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient 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
Salary support for staff who provide direct services	\$ 9,698
TOTAL GRANT BUDGET:	\$9,698

Initials _____

Revised June 2011

Exhibit B-2
PAYMENT SCHEDULE – Pct. 2

Sub-recipient 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**. Sub-recipient will be allowed up to two (2) amendments to the payment schedule.

2014 - 2015 For the Months of...	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July 2014	\$882	Salary for staff who provide direct services
August 2014	\$882	Salary for staff who provide direct services
September 2014	\$881	Salary for staff who provide direct services
October 2014	\$882	Salary for staff who provide direct services
November 2014	\$882	Salary for staff who provide direct services
December 2014	\$881	Salary for staff who provide direct services
January 2015	\$881	Salary for staff who provide direct services
February 2015	\$882	Salary for staff who provide direct services
March 2015	\$882	Salary for staff who provide direct services
April 2015	\$882	Salary for staff who provide direct services
May 2015	\$882	Salary for staff who provide direct services
TOTAL:	\$9,698	Salary for staff who provide direct services

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

Initials _____

Revised June 2011

Exhibit C
SCHEDULE OF ACTIVITY- Pet. 2

Sub-recipient 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 sub-recipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 20145 For the Months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2014	14	Self-development classes, outreach, & leadership development activities
August 2014	6	Self-development classes, outreach, & leadership development activities
September 2014	5	Self-development classes, outreach, & leadership development activities
October 2014	5	Self-development classes, outreach, & leadership development activities
November 2014	5	Self-development classes, outreach, & leadership development activities
December 2014	3	Self-development classes, outreach, & leadership development activities
January 2015	5	Self-development classes, outreach, & leadership development activities
February 2015	5	Self-development classes, outreach, & leadership development activities
March 2015	4	Self-development classes, outreach, & leadership development activities
April 2015	4	Self-development classes, outreach, & leadership development activities
May 2015	4	Self-development classes, outreach, & leadership development activities
Total for the Year:	60	

Exhibit A
STATEMENT OF WORK – Pct. 3

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

Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership training for community residents within the Precinct No. 3 boundaries.

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

\$ 11,942 Awarded By: Hidalgo County Pct. #3

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

Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct #3

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.).

9. ESL class will meet for a total of nine hours per month at the Alton Community Center
10. GED class will meet for a total of nine hours per month at the Alton Community Center
11. Citizenship – English class will meet for a total of nine hours per month at the Alton Community Center
12. Citizenship – Spanish class will meet for a total of nine hours per month at the Alton Community Center
13. An Outreach Specialist will disseminate information about LUPE programs, benefits, and services and conduct leadership development activities for residents of Precinct #3

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.)

Since the funding has not increased, we will serve the same number of eligible residents from Hidalgo County Precinct #3 as previously served.

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.

At least 96 low-income residents residing in Precinct #3, will participate in one of the Citizenship, ESL, or GED classes. People of any age may enroll in the ESL class, but only Legal Permanent Residents may enroll in the citizenship classes.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Alton Community Center, 349 West Dawes Avenue, Alton TX 78573

**Exhibit B-1
GRANT BUDGET – Pct. 3**

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient 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
Salary support for staff who provide direct services	\$ 11,942
TOTAL GRANT BUDGET:	\$ 11,942

Initials _____

Revised June 2011

Exhibit B-2
PAYMENT SCHEDULE – Pct. 3

Sub-recipient 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**. Sub-recipient 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 2014	\$1086	Salary for staff who provide direct services
August 2014	\$1086	Salary for staff who provide direct services
September 2014	\$1086	Salary for staff who provide direct services
October 2014	\$1086	Salary for staff who provide direct services
November 2014	\$1086	Salary for staff who provide direct services
December 2014	\$1085	Salary for staff who provide direct services
January 2015	\$1085	Salary for staff who provide direct services
February 2015	\$1085	Salary for staff who provide direct services
March 2015	\$1086	Salary for staff who provide direct services
April 2015	\$1086	Salary for staff who provide direct services
May 2015	\$1086	Salary for staff who provide direct services
TOTAL:	\$11,942	

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

Sub-recipient 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 sub-recipient will be allowed up to two (2) amendments for the term of the agreement.

2014 - 2015 For the Months of...	Number of <u>Un-duplicated</u> Beneficiaries to be Serviced	Services Provided
July 2014	24	Self-development classes, outreach, & leadership development activities
August 2014	10	Self-development classes, outreach, & leadership development activities
September 2014	10	Self-development classes, outreach, & leadership development activities
October 2014	7	Self-development classes, outreach, & leadership development activities
November 2014	7	Self-development classes, outreach, & leadership development activities
December 2014	4	Self-development classes, outreach, & leadership development activities
January 2015	7	Self-development classes, outreach, & leadership development activities
February 2015	7	Self-development classes, outreach, & leadership development activities
March 2015	7	Self-development classes, outreach, & leadership development activities
April 2015	7	Self-development classes, outreach, & leadership development activities
May 2015	6	Self-development classes, outreach, & leadership development activities
Total for the Year:	96	

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

Initials _____

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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.

Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership training for community residents within the Precinct No. 4 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.
\$ 5,210 Awarded By: Hidalgo County Pct. #4

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

Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct #4

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.).

An Outreach Specialist will disseminate information about LUPE programs, benefits, and services and conduct leadership development activities for 88 residents of Precinct #4

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.
Without an increase in funding, no new services will be offered.

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.

LUPE makes no distinction with respect to age, race, or any other characteristic. We serve all eligible members of the community.

Section VII List all locations (physical address) where the funded service(s) will be provided.
We will serve all eligible areas of Precinct #4.

Exhibit B-1
GRANT BUDGET – Pct. 4

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient 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
Salary support for staff who provide direct services	\$ 5,210
TOTAL GRANT BUDGET:	\$ 5,210

Initials _____

Revised June 2011

Exhibit B-2
PAYMENT SCHEDULE- Pct. 4

Sub-recipient 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**. Sub-recipient will be allowed up to two (2) amendments to the payment schedule.

2014 - 2015 For the Months of...	<u>Estimated Amount Of Expenditures</u>	Type of Budgeted Expenditures
July 2014	\$474	Salary for staff who provide direct services
August 2014	\$474	Salary for staff who provide direct services
September 2014	\$474	Salary for staff who provide direct services
October 2014	\$474	Salary for staff who provide direct services
November 2014	\$473	Salary for staff who provide direct services
December 2014	\$473	Salary for staff who provide direct services
January 2015	\$474	Salary for staff who provide direct services
February 2015	\$474	Salary for staff who provide direct services
March 2015	\$474	Salary for staff who provide direct services
April 2015	\$473	Salary for staff who provide direct services
May 2015	\$473	Salary for staff who provide direct services
TOTAL:	\$5,210	

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

Initials _____

Revised June 2011

Exhibit C
SCHEDULE OF ACTIVITY- Pct. 4

Sub-recipient 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 sub-recipient 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 2014	8	Outreach and leadership development activities
August 2014	8	Outreach and leadership development activities
September 2014	8	Outreach and leadership development activities
October 2014	8	Outreach and leadership development activities
November 2014	8	Outreach and leadership development activities
December 2014	8	Outreach and leadership development activities
January 2015	8	Outreach and leadership development activities
February 2015	8	Outreach and leadership development activities
March 2015	8	Outreach and leadership development activities
April 2015	8	Outreach and leadership development activities
May 2015	8	Outreach and leadership development activities
Total for the Year:	88	

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.

Initials _____

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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

Sub-recipient 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

Sub-recipient 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 Sub-recipient Questionnaire, exhibits and supporting documentation
- Sub-recipient 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

Sub-recipient must maintain proper financial records.

(d) Program Income

Sub-recipient 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. Sub-recipient 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. Sub-recipient 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 sub-recipient 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 sub-recipient as soon as possible in order for corrections to be made.
5. Sub-recipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the sub-recipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.
6. Sub-recipient 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. Sub-recipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Sub-recipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Sub-recipient Agreement as per Section X "Suspension and Termination".
10. Sub-recipient 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 Sub-recipients will only be mailed. Checks will not be allowed for pickup.

Initials _____

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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.

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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."

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Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

Initials _____

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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 Pharr Literacy Project, Inc. DBA Rio Grande Valley Literacy Center, 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 **\$5,000.00**, 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.

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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 Initials _____

“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 **Pharr Literacy Project, Inc. DBA Rio Grande Valley Literacy Center**

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 E. Duranta Suite 107
Alamo, TX 78516
Email: ucp@ucp.co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT:**

Pharr Literacy Project, Inc DBA Rio Grande Valley Literacy Center.
c/o Diann Whisnand Executive Director
617 W. Expressway 83
Weslaco, TX 78596
Phone #: (956) 973-2800
Fax #: (956) 973-2805
Email: diann@rgvliteracycenter.org

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.

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.

Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits for outreach specialist's. Including purchase of program supplies and related expenses. The specialist will conduct outreach meeting and provide classes in language acquisition (ESL) , general education development (GED) and employability skills. Supportive services include domestic violence, health awareness promotion, a colonia outreach initiative and cultural arts program.

Section II

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

\$ \$5,000

Awarded By: Precinct # 4

Section III

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

Funding is for portion of salaries of Community Outreach Staff providing services in Precinct # 4, including Community Outreach Liaison, community outreach agents, ESL Instructors/Tutors and GED 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.).

As a result of the CDBG award, RGVLC will target a total of 50 participants from the Precinct # 4. A needs assessment will be conducted by outreach staff to determine best time and day to offer classes. Classes will commence in the Fall of 2014 and will continue through May 2015. ESL will be offered for a minimum of 180 hours of instruction per session, of three session, and 540 hours of instruction for the year. Additionally, outreach staff will conduct special needs based surveys within the community as well as provide some healthcare reform seminars.

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.)

As a result of this grant, targeted outreach and services in adult education will be offered to underserved areas within Precinct # 4.

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.

Program beneficiaries are low income adults with limited employability skills in need of functional literacy classes within Precinct # 4.

Section VII

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

San Carlos Colonia with St. Joseph the Worker Catholic Church located at 8310 Highland Ave. Edinburg, TX; North McAllen with Calvary Baptist Church located at 1600 Harvey, McAllen, TX.

Exhibit B-1
GRANT BUDGET – PCT. 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
Salaries & Fringe Benefits	\$ 5,000
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 5,000

Exhibit B-2
PAYMENT SCHEDULE – PCT. 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.

201 - 201 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	375	Outreach
August	375	Outreach
September	512	ESL
October	384	ESL
November	512	ESL
December	375	Outreach
January	512	ESL
February	512	ESL
March	419	ESL/ Outreach
April	512	ESL
May	512	ESL
TOTAL:	5,000	

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. 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.

201__ - 201__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September	16	ESL
October		
November		
December		
January	17	ESL
February		
March	17	ESL
April		
May		
Total for the Year:	50	

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

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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 CAMP UNIVERSITY 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 **\$31,500.00**, 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.

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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.

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

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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 CAMP UNIVERSITY.

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.

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**:

CAMP University.
Attn: Ford Sasser
1400 N. 10TH Street
McAllen, Texas 78502
Email: f.sasser@riobk.com
Phone: (956) 270-3511
Fax: (956) 630-0862

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: CAMP University

Address: 1400 N. 10th Street

City/State/Zip: Mc Allen, Texas 78502

Federal I.D. # or Soc. Sec. #: 26-0811975

DUNS #: 023424036

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.

These funds will provide for the

Project expenditures include reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in qualifying areas of the County of Hidalgo boundaries (county wide).

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

\$ 6,500.00

Awarded By: Precinct # 1

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

Expenditures include salaries and fringe benefits for staff providing direct services.

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.).

Staff will assist young adults with training in social skills ect. Year round with both during the day and sometimes in the evening and / or weekend services.

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.)

With the UCP Funds form Pct #1 we will be able to provide services to young adults with Special needs within Hidalgo County Pct # 1 area.

We anticipate being able to service 4 additional due to the additional funding

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 beneficiaries are all young adults with various mental disabilities. They are both male & female, they are all for Hidalgo County and 100% are low income.

Section VII List all locations (physical address) where the funded service(s) will be provided. Primarily 1400 N. 10th Stree although we do take many field trips. Associated with the direct training and sports activities

**Exhibit B-1
GRANT BUDGET
Awarded by Pet #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 and fringe benefits	\$
Education Specialist, Program Leader, Teacher Aids, Recreational Trainer, and other staff who provides direct services	\$ 6,500.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 6,500

_____ INITIALS:

REVISED MAY 2011

Exhibit B-2
PAYMENT SCHEDULE
Awarded by: 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.

2014- 2015 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$590.90	Salaries
August	\$590.90	Salaries
September	\$590.90	Salaries
October	\$590.90	Salaries
November	\$590.90	Salaries
December	\$590.90	Salaries
January	\$590.90	Salaries
February	\$590.90	Salaries
March	\$590.90	Salaries
April	\$590.90	Salaries
May	\$590.90	Salaries
TOTAL:	\$6,500.00	Salaries

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.

The funds of \$6,500.00 to C.A.M.P. University will be applied to salaries and benefits so that the clients and be served.

____ INITIALS:

REVISED MAY 2011

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Exhibit C
SCHEDULE OF ACTIVITY
Awarded by: 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	0	
August	0	
September	1	Educational Recreational and self help services
October	0	Educational Recreational and self help services
November	1	Educational Recreational and self help services
December	0	Educational Recreational and self help services
January	1	Educational Recreational and self help services
February	0	Educational Recreational and self help services
March	1	Educational Recreational and self help services
April	0	Educational Recreational and self help services
May	0	Educational Recreational and self help services
Total for the Year:	4	

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

Note: with the funds C.A.M.P. University will be able to serve 4 new clients within Pct# 1

_____ INITIALS:

REVISED MAY 2011

Exhibit A
STATEMENT OF WORK
Pct #3

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

These funds will provide for the

Project expenditures include reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in qualifying areas of the County of Hidalgo boundaries (county wide).

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

\$ 25,000.00

Awarded By: Precinct # 3

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

Expenditures include salaries and fringe benefits for staff providing direct services.

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.).

Staff will assist young adults with training in social skills ect. Year round with both during the day and sometimes in the evening and / or weekend services.

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.)

With the UCP Funds form Pct #3 we will be able to provide services to young adults with special needs within Hidalgo County Pct # 3 area.

We anticipate being able to service 4 additional due to the additional funding

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 beneficiaries are all young adults with various mental disabilities. They are both male & female, they are all for Hidalgo County and 100% are low income.

Section VII List all locations (physical address) where the funded service(s) will be provided. Primarily 1400 N. 10th Stree although we do take many field trips. Associated with the direct training and sports activities

Exhibit B-1
GRANT BUDGET
Awarded by Pet #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
Salaries and fringe benefits	\$
Education Specialist, Program Leader, Teacher Aids, Recreational Trainer, and other staff who provides direct services	\$ 25,000.00
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 25,000

_____ INITIALS:

REVISED MAY 2011

Exhibit B-2
PAYMENT SCHEDULE
Awarded by: 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...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$2272.72	Salaries
August	\$2272.72	Salaries
September	\$2272.72	Salaries
October	\$2272.72	Salaries
November	\$2272.72	Salaries
December	\$2272.72	Salaries
January	\$2272.72	Salaries
February	\$2272.72	Salaries
March	\$2272.72	Salaries
April	\$2272.72	Salaries
May	\$2272.80	Salaries
TOTAL:	\$25,000.00	Salaries

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.

The funds of \$15,000.00 to C.A.M.P. University will be applied to salaries and benefits so that the clients and be served.

_____ INITIALS:

REVISED MAY 2011

Exhibit C
SCHEDULE OF ACTIVITY
Awarded by: 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	0	
August	0	
September	1	Educational Recreational and self help services
October	0	Educational Recreational and self help services
November	1	Educational Recreational and self help services
December	0	Educational Recreational and self help services
January	1	Educational Recreational and self help services
February	0	Educational Recreational and self help services
March	1	Educational Recreational and self help services
April	0	Educational Recreational and self help services
May	0	Educational Recreational and self help services
Total for the Year:	4	

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

Note: with the funds C.A.M.P. University will be able to serve 4 new clients within Pct# 3

_____ INITIALS:

REVISED MAY 2011

Exhibit D
RECORDS & REPORTS

REPORTS

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

➤ **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**

- Benefit to Low and Moderate Income Persons
- Provides Decent Affordable Housing
- Creates Economic Opportunities

Number of persons assisted with New Access to service

Number of persons assisted with Improved Access to service

Number of low-mod beneficiaries served

Ethnic Data

Number of persons served living with a disability

Number of female head of households served

Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.

➤ **Type of Outcome:**

▪ **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.

▪ **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

▪ **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

➤ **Other significant information** (such as special events, fundraisers, award ceremonies, etc.) Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

_____ INITIALS:

REVISED MAY 2011

RECORDS
Exhibit D

Cont.

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.

INITIALS:

REVISED MAY 2011

Exhibit E
REQUEST FOR PAYMENTS

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

INITIALS:

REVISED MAY 2011

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education,
Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
-
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
- (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

_____ INITIALS:

REVISED MAY 2011

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;

- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

_____ INITIALS:

REVISED MAY 2011

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 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 ARISE- South Tower, 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 _____

Revised June 2011

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.

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 **ARISE- South Tower.**

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 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.

Initials _____

Revised June 2011

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**:

ARISE- South Tower
c/o Lourdes Flores, Executive Director
P.O. Box 778
Alamo, Texas 78516
Phone #: (956) 783-6959
Fax #: (956) 783-0274
Email: Lourdes_flores70@yahoo.com

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

Initials _____

Revised June 2011

SECTION XVII
Effective Date

The effective date of this agreement shall be the 30th day of June 2014 such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT 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: ARISE- South Tower
Address: P.O. Box 778
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #: 74-28625887
DUNS #: 022567542

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

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

Initials _____

Revised June 2011

Exhibit A
STATEMENT OF WORK - 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 a direct service for the programs which will provide family education and self-development through program activities for children and adults such as, English language development, ESL classes, literacy in Spanish for Adults, offer cultural programs, arts and crafts, storytelling, Folklorico, etc., and provide citizenship preparation classes to adults. Other services provided are sewing classes and health support groups for the citizens of Precinct No. 2.

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

\$10,000 Awarded By: Hidalgo County – Precinct 2

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

Partial salaries for 7 staff persons.

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.).

Participants will receive educational home visits, and will be enrolled and active in programs provided by ARISE South Tower as follows: English language programs (ESL & ELCD); tutoring, citizenship preparation; reading program; parenting program; health support group; ballet folklorico; driver's license preparation; arts & crafts; sewing; summer program for children and youth, etc...The educational sessions associated with the programs take place in two cycles of 12 weeks each. CDBG funds "will be used for all activities related to these forms of education and outreach. Educational visits go on throughout the year.

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.)

A program of tutoring for grade and high school students will be added.

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 anticipate servicing approximately 1065 persons of extremely low income to low income men, women and children, including the elderly with the areas describe in VII below.

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

ARISE – South Tower / 330 W. San Bernardino, Alamo, TX 78515 – and Colonias La Frontera 1, 2, & 3; San Antonio Circel; Southside; Little Mexico; Rene St.; and El Gato 1, 2 & 3.

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
Partial Salaries & Fringe Benefits	\$10,000
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000

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.

2014 - 2015 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	\$0.00	
August	\$1,000	
September	\$1,000	
October	\$1,000	
November	\$1,000	
December	\$1,000	
January	\$1,000	
February	\$1,000	
March	\$1,500	
April	\$1,500	
May	\$0.00	
TOTAL:	\$10,000	

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

Exhibit C
SCHEDULE OF ACTIVITY- 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.

2014__ - 2015__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August	150	
September	125	
October	100	
November	100	
December	150	
January	125	
February	100	
March	100	
April	115	
May		
Total for the Year:		1065

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";
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- (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.”