

STATE OF TEXAS

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COUNTY OF HIDALGO

2017 – YR 30  
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 19<sup>th</sup> day of December, 2017 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and CATHOLIC CHARITIES OF THE RGV, a neighborhood based not-for-profit organization, 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 the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

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 Emergency Solutions Grants Program ("ESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II  
Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of ESG funding in the amount of \$ 190,500.00 enumerated in **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 ESG funds. Monthly performance reports must be submitted on or before the 15<sup>th</sup> of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of ten (10) years.

### 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 XII** 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 JANUARY 15, 2019) of the Agreement termination date.

**SUBRECIPIENT** and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with ESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of ESG 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 ESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the 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 ESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**. Refer to **Exhibit E** for more detail.

## **SECTION VI Matching Funds**

**SUBRECIPIENT** must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

## **SECTION VII Lead Based Paint**

**Lead Based Paint** regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

**Lead-based Paint Remediation and Disclosure.** The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). **SUBRECIPIENT** must complete a Lead-Base Paint visual assessment on all units being assisted with ESG funds.

## SECTION VIII 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. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

## SECTION IX Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on "other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

## SECTION X Uniform Administrative Requirements

**SUBRECIPIENT** must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

**SUBRECIPIENT** shall comply with the provisions in 2 CFR Part 200 or the related ESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

## SECTION XI Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 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 Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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 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 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.

**SUBRECIPIENT** is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

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 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

## **SECTION XII** **Suspension and Termination**

**SUBRECIPIENT** understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, 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"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

**SUBRECIPIENT** agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

**SUBRECIPIENT** must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and Catholic Charities of the RGV.**

**SECTION XIII**  
**Assets**

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with ESG 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 XIV**  
**Use of Emergency Shelter**

**SUBRECIPIENT** agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where ESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XXI.

**SECTION XV**  
**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 XVI**  
**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 84.46, and the TEXAS COUNTY PURCHASING ACT.

**SUBRECIPIENT** must comply with ESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

**SUBRECIPIENT** shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

## **SECTION XVII 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 (**Exhibit A**), 24 CFR Part 576.404, 24 CFR Part 84.40-48.

**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 XVIII 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 XIX Miscellaneous Provisions**

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

**Texas Law to Apply.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

CATHOLIC CHARITIES OF THE RGV  
c/o Sister Norma Pimentel, Executive Director  
700 N. Virgen de San Juan Blvd.  
San Juan, Texas 78589  
Phone #: (956) 702-4088  
Fax #: (956) 782-1418  
Email: npimentel@cdob.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.

## **SECTION XX**

### **Participation in HMIS and Coordinated Entry System**

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants (“ESG”) program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (ESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD’s standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care’s centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

**System and Program Coordination with Mainstream Resources.** The **SUBRECIPIENT** must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

**Participation of Homeless Persons in Policy-Making and Operations,** The **SUBRECIPIENT** understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI  
Effective Date

The effective date of this agreement shall apply retroactively to **October 19, 2017**. Such date being the date that U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) approved grant funding to HIDALGO COUNTY and shall terminate on the **31<sup>st</sup> day of December, 2018**.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print or Type Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

**SUBRECIPIENT**

Name: Catholic Charities of the RGV

Address: 700 N. virgin de San Juan Blvd.

City/State/Zip: San Juan, Texas 78589

Federal I.D. #: 68-0599307

DUNS #: 956016075

STATE OF TEXAS           §  
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COUNTY OF HIDALGO   §

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 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: 11-27-2017

## EXHIBIT A STATEMENT OF WORK

### **HMIS -Data Collections: §576.107**

Data Collections (HMIS) funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.

For specific requirements and eligible costs, see 24 CFR 576.107

### **Homeless Prevention: §576.103**

Project expenditures include Homeless Prevention Financial Rental Assistance will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Costs will pay for case management of staff who deliver the financial assistance services to eligible participants whom are at risk of becoming homeless due to court evictions and meet the homeless prevention eligible risk factors categories. Component services include housing search and placement, housing stability case management or mediation.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.

### **Rapid Rehousing: §576.104**

ESG funds may be used to provide Rapid Re-Housing Services Financial Rental Assistance will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or must meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Costs will pay for case management of staff who deliver the financial assistance services to eligible participants whom are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Component services include housing search and placement, housing stability case management or mediation.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR§576.104 -24 to CFR§576.106.

**EXHIBIT B-1**  
**Grant Budget**  
 As identified through the Statement of Work

TYPE OF EXPENDITURES	BUDGETED AMOUNT
<b>HMIS (Data Collections)</b>	
Staff Salaries for Data Entry	\$ 9,800
Membership Fees	\$ 1,200.00
Training	\$ 0.00
	<b>\$11,000.00</b>
<b>Rapid Re-housing</b>	
Financial Assistance (Rental)	\$ 23,500.00
Financial Assistance (Dep/Utilities)	\$ 5,000.00
Financial Services (HR Stab. Services)	\$ 16,000.00
	<b>\$ 44,500.00</b>
<b>Homeless Prevention</b>	
Financial Assistance (Rental)	\$ 78,000.00
Financial Assistance (Dep/Utilities)	\$ 8,000.00
Financial Services (HR Stab. Services)	\$ 49,000.00
	<b>\$135,000.00</b>
<b>TOTAL GRANT BUDGET:</b>	<b>\$ 190,500.00</b>

**EXHIBIT B-2  
PAYMENT SCHEDULE**

<b>2017 - 2018 For the Months of...</b>	<b>Estimated Amount of Expenditures</b>	<b>Type of Budgeted Expenditures</b>
Aug. 2017	\$0.00	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2017	\$0.00	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2017	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2017	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2017	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Jan. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Feb. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Mar. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Apr. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
May 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Jun. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Jul. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Aug. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2018	\$12,700.00	Homeless Prevention, HMIS, Rapid Rehousing
<b>TOTALS</b>	<b>\$190,500.00</b>	

**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 this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of **15** months from contract date.

<b>2017 - 2018</b> For the Months of...	Number of Beneficiaries	Services
Oct. 2017	270	Homeless Prevention persons, Rapid Rehousing Households
Nov. 2017	270	Homeless Prevention persons, Rapid Rehousing Households
Dec. 2017	270	Homeless Prevention persons, Rapid Rehousing Households
Jan. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Feb. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Mar. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Apr. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
May 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Jun. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Jul. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Aug. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Sept. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Oct. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Nov. 2018	270	Homeless Prevention persons, Rapid Rehousing Households
Dec. 2018	<b>270</b>	

**EXHIBIT D  
RECORDS & REPORTS**

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from ESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

**Payment requests must be submitted to Urban County by the 15<sup>th</sup> of each month.**

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  - a). Period covered by Performance Report
  - b). Type of services provided
  - c). Type of Equipment/Supplies Purchased
  - d). Amount of fund Expended
  - e). Total Number of Beneficiaries Served & Ethnicity Data

\_\_\_\_\_ White, non Hispanic  
\_\_\_\_\_ Black, non Hispanic  
\_\_\_\_\_ Native American  
\_\_\_\_\_ Asian or Pacific Islander  
\_\_\_\_\_ Hispanic  
\_\_\_\_\_ Total

- How services provided benefit clientele
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing \$\_\_\_\_\_, Homeless Prevention \$\_\_\_\_\_, Shelter \$\_\_\_\_\_).

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 10<sup>th</sup> of each year the Agreement is in effect. The annual report shall include the following:

- Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESG assistance.
- ESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
- Activity Types:** Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

- Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report, PIT, AP, ConPlan or AHAR.

UM - Unaccompanied Men	TPF - Two Parent Families
UW - Unaccompanied Women	AC - Adult Couples without children
UFY - Unaccompanied Female Youth under 18 years of age	DK - Don't Know/Refuse
UMY - Unaccompanied Male Youth under 18 years of age	SPF - Single Parent Families

Reporting total number of bed nights provided and total persons served under Emergency Shelter, Total households served under Rapid Rehousing, Total persons under Homeless Prevention

Note: If there is more than one beneficiary type, list all with the predominant beneficiary type listed first.

- Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night \_\_\_\_\_.

- Racial and Ethnic Data (Continued):**

Portion Served:

\_\_\_\_\_ White, non Hispanic  
\_\_\_\_\_ Black, non Hispanic  
\_\_\_\_\_ Native American  
\_\_\_\_\_ Asian or Pacific Islander  
\_\_\_\_\_ Hispanic  
\_\_\_\_\_ Total

**SUBRECIPIENT** must maintain a file of all records and reports submitted to the Urban County Program.

**SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

**SUBRECIPIENT** must maintain files of all original contract agreements amendments, and correspondence.

**SUBRECIPIENT** must maintain all financial records for HESG program.

**SUBRECIPIENT** must participate in the Annual Point in time Homeless Count.

**Exhibit E**  
**REQUEST FOR PAYMENTS**

1. Subrecipient must submit a complete 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 15<sup>th</sup> 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 **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before January 15, 2019.
7. December expenditures (equipment / supplies) must be invoiced and paid by December 31<sup>st</sup> 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 XII** "Suspension and Termination".
10. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
11. 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.
12. Reimbursement requests are processed by Urban County on a first come first serve basis.
13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.
14. 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.
15. Levels of accomplishments/performance measures include persons households assisted, or meals served, and should include time frames for performance.

**Exhibit F**  
**Other Applicable Provisions**  
**24 CFR 576.407**

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS). (2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Exhibit G**  
**2 CFR Part 200**

**FINAL GUIDANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.**

**AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS**

**2 CFR Part 200** - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A - 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

[www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf](http://www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf)

## Exhibit G-1 24 CFR PART 84

### 24 CFR PART 84

#### UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

#### Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

[https://www.hudexchange.info/resources/documents/24\\_CFRPART\\_84.pdf](https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf)

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§  
§

2017 – YR 30  
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)

**SUBRECIPIENT AGREEMENT**

This Agreement is made and entered into on this the 19<sup>th</sup> day of December, 2017 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and WOMEN TOGETHER FOUNDATION, INC, a neighborhood based not-for-profit organization, 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 the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

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 Emergency Solutions Grants Program ("ESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

**SECTION II**  
**Statement of Work**

**SUBRECIPIENT** agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of ESG funding in the amount of \$ 212,000.00 enumerated in **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 ESG funds. Monthly performance reports must be submitted on or before the 15<sup>th</sup> of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of ten (10) years.

### 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 XII 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 JANUARY 15, 2019) of the Agreement termination date.

**SUBRECIPIENT** and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with ESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of ESG 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 ESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the 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 ESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**. Refer to **Exhibit E** for more detail.

## **SECTION VI Matching Funds**

**SUBRECIPIENT** must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

## **SECTION VII Lead Based Paint**

**Lead Based Paint** regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

**Lead-based Paint Remediation and Disclosure.** The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). **SUBRECIPIENT** must complete a Lead-Base Paint visual assessment on all units being assisted with ESG funds.

## **SECTION VIII 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. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

## **SECTION IX Other Program Requirements**

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on " other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

## **SECTION X Uniform Administrative Requirements**

**SUBRECIPIENT** must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

**SUBRECIPIENT** shall comply with the provisions in 2 CFR Part 200 or the related ESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

## **SECTION XI Audit Requirements**

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 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 Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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 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 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.

**SUBRECIPIENT** is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

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 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

## **SECTION XII** **Suspension and Termination**

**SUBRECIPIENT** understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, 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"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

**SUBRECIPIENT** agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

**SUBRECIPIENT** must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and Catholic Charities of the RGV.**

**SECTION XIII**  
**Assets**

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with ESG 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 XIV**  
**Use of Emergency Shelter**

**SUBRECIPIENT** agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where ESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XXI.

**SECTION XV**  
**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 XVI**  
**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 84.46, and the TEXAS COUNTY PURCHASING ACT.

**SUBRECIPIENT** must comply with ESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

**SUBRECIPIENT** shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

## **SECTION XVII 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 (**Exhibit A**), 24 CFR Part 576.404, 24 CFR Part 84.40-48.

**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 XVIII 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 XIX Miscellaneous Provisions**

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

**Texas Law to Apply.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

WOMEN TOGETHER FOUNDATION, INC.  
c/o Estella DeAnda, Executive Director  
511 N. Cynthia  
McAllen, Texas 78501  
Phone #: (956) 630-4878  
Fax #: (956) 687-4715  
Email: womentog@swbell.net

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

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

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

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

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

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

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

## **SECTION XX**

### **Participation in HMIS and Coordinated Entry System**

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (ESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

**System and Program Coordination with Mainstream Resources.** The **SUBRECIPIENT** must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

**Participation of Homeless Persons in Policy-Making and Operations,** The **SUBRECIPIENT** understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function

within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI  
Effective Date

The effective date of this agreement shall apply retroactively to **October 19, 2017**. Such date being the date that U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) approved grant funding to HIDALGO COUNTY and shall terminate on the **31<sup>st</sup> day of December, 2018**.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print or Type Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

**SUBRECIPIENT**

Name: Women Together Foundation, Inc.  
Address: 511 N. Cynthia  
City/State/Zip: McAllen, Texas 78501  
Federal I.D. # : 74-2007536  
DUNS #: 170221972

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: 11-27-2017

## EXHIBIT A STATEMENT OF WORK

### **HMIS -Data Collections: §576.107**

Data Collections (HMIS) funds will be used to pay for costs contributing to data collections and reporting to a comparable database system. Eligible activities include computer hardware, software or equipment, office space, salaries of operators, staff training costs and participation fees. (Victims of domestic abuse)

For specific requirements and eligible costs, see 24 CFR 576.107

### **Shelter Operations: §576.102**

Shelter Operations project expenditures under the Maintenance & Operations, will pay for shelter facility maintenance, food operations, rent, security, fuel, equipment, insurance, utilities, and furnishings. (Victims of domestic abuse)

Essential Services consists of case management salaries for staff that deliver transportation, educational services, employment assistance and job training, health or drug abuse counseling services to eligible participants (victims of domestic abuse).

For specific requirements and eligible costs, see 24 CFR 576.102

**EXHIBIT B-1**  
**Grant Budget**  
 As identified through the Statement of Work

TYPE OF EXPENDITURES	BUDGETED AMOUNT
<b>HMIS (Data Collections)</b>	
Staff Salaries for Data Entry	\$ 19,000.00
Software/Equipment	\$ 1000.00
Training	\$ 0.00
	<b>\$20,000.00</b>
<b>Shelter Operations</b>	
Maintenance & Operations	\$ 149,000.00
Essential Services	\$ 43,000.00
	<b>\$ 192,000.00</b>
<b>TOTAL GRANT BUDGET:</b>	<b>\$ 212,000.00</b>

**EXHIBIT B-2  
PAYMENT SCHEDULE**

<b>2017 - 2018 For the Months of...</b>	<b>Estimated Amount of Expenditures</b>	<b>Type of Budgeted Expenditures</b>
Oct. 2017	\$14,040	HMIS, Shelter Operations
Nov. 2017	\$14,140	HMIS, Shelter Operations
Dec. 2017	\$14,140	HMIS, Shelter Operations
Jan. 2018	\$14,140	HMIS, Shelter Operations
Feb. 2018	\$14,140	HMIS, Shelter Operations
Mar. 2018	\$14,140	HMIS, Shelter Operations
Apr. 2018	\$14,140	HMIS, Shelter Operations
May 2018	\$14,140	HMIS, Shelter Operations
Jun. 2018	\$14,140	HMIS, Shelter Operations
Jul. 2018	\$14,140	HMIS, Shelter Operations
Aug. 2018	\$14,140	HMIS, Shelter Operations
Sep. 2018	\$14,140	HMIS, Shelter Operations
Oct. 2018	\$14,140	HMIS, Shelter Operations
Nov. 2018	\$14,140	HMIS, Shelter Operations
Dec. 2018	\$14,140	HMIS, Shelter Operations
<b>TOTALS</b>	<b>\$212,000</b>	

**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 this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of **15 months** from contract date.

<b>2017 - 2018</b> <b>For the Months of...</b>	<b>Number of</b> <b>Beneficiaries</b>	<b>Services</b>
Oct. 2017	16,425	Bed nights provided under Shelter Operations
Nov. 2017	1,123	Persons under Shelter Operations Services
Dec. 2017	↓	↓
Jan. 2018	↓	↓
Feb. 2018	↓	↓
Mar. 2018	↓	↓
Apr. 2018	↓	↓
May 2018	↓	↓
Jun. 2018	↓	↓
Jul. 2018	↓	↓
Aug. 2018	↓	↓
Sep. 2018	↓	↓
Oct. 2018	↓	↓
Nov. 2018	↓	↓
Dec. 2018	↓	↓
<b>Total Unduplicated</b>	<b>17,548</b>	

**EXHIBIT D  
RECORDS & REPORTS**

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from ESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

**Payment requests must be submitted to Urban County by the 15<sup>th</sup> of each month.**

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  - a). Period covered by Performance Report
  - b). Type of services provided
  - c). Type of Equipment/Supplies Purchased
  - d). Amount of fund Expended
  - e). Total Number of Beneficiaries Served & Ethnicity Data

\_\_\_\_\_ White, non Hispanic  
\_\_\_\_\_ Black, non Hispanic  
\_\_\_\_\_ Native American  
\_\_\_\_\_ Asian or Pacific Islander  
\_\_\_\_\_ Hispanic  
\_\_\_\_\_ Total

- How services provided benefit clientele
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing \$\_\_\_\_\_, Homeless Prevention \$\_\_\_\_\_, Shelter \$\_\_\_\_\_).

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 10<sup>th</sup> of each year the Agreement is in effect. The annual report shall include the following:

- Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESG assistance.
- ESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
- Activity Types:** Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

- Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report, PIT, AP, ConPlan or AHAR.

UM - Unaccompanied Men	TPF - Two Parent Families
UW - Unaccompanied Women	AC - Adult Couples without children
UFY - Unaccompanied Female Youth under 18 years of age	DK - Don't Know/Refuse
UMY - Unaccompanied Male Youth under 18 years of age	SPF - Single Parent Families

Reporting total number of bed nights provided and total persons served under Emergency Shelter, Total households served under Rapid Rehousing, Total persons under Homeless Prevention

Note: If there is more than one beneficiary type, list all with the predominant beneficiary type listed first.

- Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night \_\_\_\_\_.

- Racial and Ethnic Data (Continued):**

Portion Served:

\_\_\_\_\_ White, non Hispanic  
 \_\_\_\_\_ Black, non Hispanic  
 \_\_\_\_\_ Native American  
 \_\_\_\_\_ Asian or Pacific Islander  
 \_\_\_\_\_ Hispanic  
 \_\_\_\_\_ Total

**SUBRECIPIENT** must maintain a file of all records and reports submitted to the Urban County Program.

**SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

**SUBRECIPIENT** must maintain files of all original contract agreements amendments, and correspondence.

**SUBRECIPIENT** must maintain all financial records for HESG program.

**SUBRECIPIENT** must participate in the Annual Point in time Homeless Count.

**Exhibit E**  
**REQUEST FOR PAYMENTS**

1. Subrecipient must submit a complete 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 15<sup>th</sup> 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 **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before January 15, 2019.
7. December expenditures (equipment / supplies) must be invoiced and paid by December 31<sup>st</sup> 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 XII** "Suspension and Termination".
10. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
11. 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.
12. Reimbursement requests are processed by Urban County on a first come first serve basis.
13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.
14. 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.
15. Levels of accomplishments/performance measures include perosn households assisted, or meals served, and should include time frames for performance.

**Exhibit F**  
**Other Applicable Provisions**  
**24 CFR 576.407**

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS). (2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Exhibit G**  
**2 CFR Part 200**

**FINAL GUIDANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.**

**AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS**

**2 CFR Part 200** - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A - 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

[www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf](http://www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf)

**Exhibit G-1  
24 CFR PART 84**

**24 CFR PART 84**

**UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH  
INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT  
ORGANIZATIONS**

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

**Description**

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

[https://www.hudexchange.info/resources/documents/24\\_CFRPART\\_84.pdf](https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf)

STATE OF TEXAS  
COUNTY OF HIDALGO

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§  
§

2017 – YR 30  
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)

**SUBRECIPIENT AGREEMENT**

This Agreement is made and entered into on this the 19<sup>th</sup> day of December, 2017 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and THE SALVATION ARMY, a neighborhood based not-for-profit organization, 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 the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

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 Emergency Solutions Grants Program ("ESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

**SECTION II**  
**Statement of Work**

**SUBRECIPIENT** agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this Agreement for and in consideration of ESG funding in the amount of \$ 199,273.55 enumerated in **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 ESG funds. Monthly performance reports must be submitted on or before the 15<sup>th</sup> of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of ten (10) years.

### 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 XII** 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 JANUARY 15, 2019) of the Agreement termination date.

**SUBRECIPIENT** and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with ESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of ESG 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 ESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the 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 ESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**. Refer to **Exhibit E** for more detail.

## **SECTION VI** **Matching Funds**

**SUBRECIPIENT** must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

## **SECTION VII** **Lead Based Paint**

**Lead Based Paint** regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

**Lead-based Paint Remediation and Disclosure.** The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). **SUBRECIPIENT** must complete a Lead-Base Paint visual assessment on all units being assisted with ESG funds.

## **SECTION VIII 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. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

## **SECTION IX Other Program Requirements**

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on "other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

## **SECTION X Uniform Administrative Requirements**

**SUBRECIPIENT** must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

**SUBRECIPIENT** shall comply with the provisions in 2 CFR Part 200 or the related ESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

## **SECTION XI Audit Requirements**

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 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 Seven Hundred Fifty Thousand Dollars (\$750,000.00) 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 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 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.

**SUBRECIPIENT** is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

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 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

## **SECTION XII** **Suspension and Termination**

**SUBRECIPIENT** understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, 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"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

**SUBRECIPIENT** agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

**SUBRECIPIENT** must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and THE SALVATION ARMY.**

**SECTION XIII**  
**Assets**

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with ESG 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 XIV**  
**Use of Emergency Shelter**

**SUBRECIPIENT** agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where ESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses HESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XXI.

**SECTION XV**  
**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 XVI**  
**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 84.46, and the TEXAS COUNTY PURCHASING ACT.

**SUBRECIPIENT** must comply with ESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

**SUBRECIPIENT** shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

## **SECTION XVII 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 (**Exhibit A**), 24 CFR Part 576.404, 24 CFR Part 84.40-48.

**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 XVIII 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 XIX Miscellaneous Provisions**

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

**Texas Law to Apply.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

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

If to **SUBRECIPIENT**:

THE SALVATION ARMY  
c/o Stephen Correia, Commanding Officer  
1600 N. 23<sup>rd</sup> Street  
McAllen, Texas 78502  
Phone #: (956) 682-1468  
Fax #: (956) 683-7511  
Email: stephen.correia@uss.salvationarmy.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.

## **SECTION XX**

### **Participation in HMIS and Coordinated Access System**

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("ESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (ESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

**System and Program Coordination with Mainstream Resources.** The **SUBRECIPIENT** must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

**Participation of Homeless Persons in Policy-Making and Operations,** The **SUBRECIPIENT** understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI  
Effective Date

The effective date of this agreement shall apply retroactively to **October 19, 2017**. Such date being the date that U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) approved grant funding to HIDALGO COUNTY and shall terminate on the **31<sup>st</sup> day of December, 2018**.

Approved and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print or Type Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

**SUBRECIPIENT**

**Name: The Salvation Army**  
**Address: 1600 N. 23<sup>rd</sup> Street**  
**City/State/Zip: McAllen, Texas 78502**  
**Federal I.D. #: 58-0660607**  
**DUNS #: 830704834**

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: 11-27-2017**

## EXHIBIT A STATEMENT OF WORK

### **HMIS -Data Collections: §576.107**

Data Collections (HMIS) funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees.

For specific requirements and eligible costs, see 24 CFR 576.107.

### **Shelter Operations: §576.102**

Project expenditures include Shelter Operations under Maintenance & Operations will pay for shelter facility maintenance that includes minor repairs, rent, security, fuel, equipment, insurance, utilities, food operations, and furnishings

For specific requirements and eligible costs, see 24 CFR 576.102.

### **Homeless Prevention: §576.103**

Homeless Prevention Financial Rental Assistance will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.

### **Rapid Rehousing: §576.104**

Rapid Re-Housing Services Financial Rental Assistance will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless or living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears.

Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits.

For specific requirements and eligible costs, see 24 CFR§576.104 -24 to CFR§576.106.

**EXHIBIT B-1**  
**Grant Budget**  
As identified through the Statement of Work

TYPE OF EXPENDITURES	BUDGETED AMOUNT
<b>HMIS (Data Collections)</b>	
Staff Salaries for Data Entry	\$ 0.00
Membership fees/Equipment	\$ 800.00
Training	\$ 0.00
	<b>\$800.00</b>
<b>Rapid Re-housing</b>	
Financial Assistance (Rental)	\$ 13,500.00
Financial Assistance (Dep/Utilities)	\$ 1,500.00
Financial Services (HR Stab. Services)	\$ 0.00
	<b>\$ 15,000.00</b>
<b>Homeless Prevention</b>	
Financial Assistance (Rental)	\$ 21,000.00
Financial Assistance (Dep/Utilities)	\$ 2,000.00
Financial Services (HR Stab. Services)	\$ 0.00
	<b>\$23,000.00</b>
<b>Shelter Operations</b>	
Maintenance & Operations	\$ 160,473.55
Essential Services	\$ 0.00
	<b>\$ 160,473.55</b>
<b>TOTALS</b>	<b>\$ 199,273.55</b>

**EXHIBIT B-2  
PAYMENT SCHEDULE**

<b>2017 - 2018 For the Months of...</b>	<b>Estimated Amount of Expenditures</b>	<b>Type of Budgeted Expenditures</b>
Oct. 2017	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Nov. 2017	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Dec. 2017	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jan. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Feb. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Mar. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Apr. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
May 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jun. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jul. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Aug. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Sept. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Oct. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Nov. 2018	\$13,270.00	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Dec. 2018	\$13,493.55	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
<b>TOTALS</b>	<b>\$199,273.55</b>	

**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 this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 15 months from contract date.

<b>2017 - 2018 For the Months of...</b>	<b>Number of Beneficiaries</b>	<b>Services</b>
Oct. 2017	50	Homeless Prevention persons
Nov. 2017	21,900	Bed nights
Dec. 2017	8	Rapid Rehousing Households
Jan. 2018	↓	↓
Feb. 2018	↓	↓
Mar. 2018	↓	↓
Apr. 2018	↓	↓
May 2018	↓	↓
Jun. 2018	↓	↓
Jul. 2018	↓	↓
Aug. 2018	↓	↓
Sep. 2018	↓	↓
Oct. 2018	↓	↓
Nov. 2018	↓	↓
Dec. 2018	↓	↓
<b>Total Unduplicated</b>	<b>21,958</b>	

**EXHIBIT D  
RECORDS & REPORTS**

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from ESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

Payment requests must be submitted to Urban County by the 15<sup>th</sup> of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  - a). Period covered by Performance Report
  - b). Type of services provided
  - c). Type of Equipment/Supplies Purchased
  - d). Amount of fund Expended
  - e). Total Number of Beneficiaries Served & Ethnicity Data

\_\_\_\_\_ White, non Hispanic  
\_\_\_\_\_ Black, non Hispanic  
\_\_\_\_\_ Native American  
\_\_\_\_\_ Asian or Pacific Islander  
\_\_\_\_\_ Hispanic  
\_\_\_\_\_ Total

- How services provided benefit clientele
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing \$\_\_\_\_\_, Homeless Prevention \$\_\_\_\_\_, Shelter \$\_\_\_\_\_).

B. Matching Funds 24 CFR 576 requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 10<sup>th</sup> of each year the Agreement is in effect. The annual report shall include the following:

- Facility Name:** List name, address (unless confidential) of each shelter/facility receiving ESG assistance.
- HESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
- Activity Types:** Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

- Homeless Beneficiaries:** For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report, PIT, AP, ConPlan or AHAR.

UM - Unaccompanied Men	TPF - Two Parent Families
UW - Unaccompanied Women	AC - Adult Couples without children
UFY - Unaccompanied Female Youth under 18 years of age	DK - Don't Know/Refuse
UMY - Unaccompanied Male Youth under 18 years of age	SPF - Single Parent Families

Reporting total number of bed nights provided and total persons served under Emergency Shelter, Total households served under Rapid Rehousing, Total persons under Homeless Prevention.

Note: If there is more than one beneficiary type, list all with the predominant beneficiary type listed first.

- Racial and Ethnic Data:** During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

Estimated average number served per day/night \_\_\_\_\_.

- Racial and Ethnic Data (Continued):**

Portion Served:

\_\_\_\_\_ White, non Hispanic  
\_\_\_\_\_ Black, non Hispanic  
\_\_\_\_\_ Native American  
\_\_\_\_\_ Asian or Pacific Islander  
\_\_\_\_\_ Hispanic  
\_\_\_\_\_ Total

**SUBRECIPIENT** must maintain a file of all records and reports submitted to the Urban County Program.

**SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

**SUBRECIPIENT** must maintain files of all original contract agreements amendments, and correspondence.

**SUBRECIPIENT** must maintain all financial records for ESG program.

**SUBRECIPIENT** must participate in the Annual Point in time Homeless Count.

**Exhibit E**  
**REQUEST FOR PAYMENTS**

1. Subrecipient must submit a complete 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 15<sup>th</sup> 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 **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before December 15, 2016.
7. December expenditures (equipment / supplies) must be invoiced and paid by December 31<sup>st</sup> 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 XII** "Suspension and Termination".
10. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
11. 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.
12. Reimbursement requests are processed by Urban County on a first come first serve basis.
13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.
14. 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.
15. Levels of accomplishments/performance measures include person households assisted, or meals served, and should include time frames for performance.

**Exhibit F**  
**Other Applicable Provisions**  
**24 CFR 576.407**

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Exhibit G**  
**2 CFR PART 200**

**FINAL GUIDANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.**

**AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS**

**2 CFR Part 200** - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A - 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

[www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf](http://www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf)

**Exhibit G-1  
24 CFR PART 84**

**24 CFR PART 84**

**UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH  
INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT  
ORGANIZATIONS**

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

[https://www.hudexchange.info/resources/documents/24\\_CFRPART\\_84.pdf](https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf)