



MEMORANDUM OF UNDERSTANDING

TEXAS EMERGENCY MORTGAGE ASSISTANCE PROGRAM (TEMAP)

This Memorandum of Understanding (MOU) is entered into between the COUNTY OF HIDALGO, Urban County Program, a grant recipient of the United States Department of Housing and Urban Development (“HUD”), and a political subdivision of the State of Texas, hereinafter referred to as "**ENTITY**", and **HIDALGO COUNTY COMMUNITY SERVICE AGENCY (CSA)**, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**" as of August 10, 2021.

BACKGROUND

On March 27, 2020, The President and Congress passed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) to help the Nation respond to the coronavirus outbreak. The CARES Act made available \$69.6 million in Community Development Block Grant CARES Act (CDBG-CV) funds for cities, counties, local and regional nonprofits, and regional organizations to provide mortgage assistance through the Texas Emergency Mortgage Assistance Program (TEMAP).

The TEMAP program provides mortgage assistance to homeowners at or below 80% of the Area Medium Income who have been economically impacted by COVID-19 to help provide housing stability during the pandemic. The program can pay up to six consecutive months of an eligible household’s mortgage payments, including mortgage arrears, with at least one of those months covering a month of future mortgage.

TERMS

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities under the TEMAP as described in the Statement of Work attached hereto as **Exhibit A** (the “Statement of Work”), to this MOU and permitted by the Federal Register/Vol. 85, No. 162/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs.

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 qualified residents in the **ENTITY’S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and MOU 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** to comply with the all applicable statutes, regulations, and U.S. Department of Housing and Urban Development (“HUD”) guidance, including, but not limited to the following: the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (“CARES Act”); Chapter 2105 of the Texas Government Code; Administration of Block Grants, Housing and Community Development Act of 1974, as amended and codified at 42 U.S.C. § 5301; the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) Subpart I; and the CDBG-CV notice found at FR-6218- N-01 (“Notice”) and FAQs: Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and for Other Formula Programs”); 24 CFR Parts 58, and 75; 2 CFR Part 200, Uniform Grant Management Standards (“UGMS”), Texas Department of Housing and Community Affairs 2019 Annual Action Plan, as amended, the Department’s CDBG-CV TEMAP Program Guidelines (“Program Guidelines”), the Notice of Funding Availability (“NOFA”) and Chapters 1 and 2 of Title 10, Part 1 of the Texas Administrative Code.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work**, of this MOU for and in consideration of TEMAP funding in the amount of \$ 495,000.00 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 MOU or after termination of this MOU.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this MOU, 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 TEMAP funds. Monthly performance reports must be submitted on or before the 10th of every month. **SUBRECIPIENT** shall maintain records as per 24 CFR 570.506. **SUBRECIPIENT** shall retain all program records for a period of six (6) 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 2 CFR Part 200.

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 MOU, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT** and **ENTITY** as needed.

Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this MOU, as provided in **Section XII** of this MOU.

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 MOU.

SECTION V Payment Requests

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 MOU.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (**by June 14, 2022**) of the Agreement termination date. The **SUBRECIPIENT** is to provide to the **ENTITY** monthly invoices requests for reimbursement reports each month.

SUBRECIPIENT and **ENTITY** agree that all unused TEMAP funds at the end or termination of this MOU will be reallocated or reprogrammed by **ENTITY**. Refer to **Exhibit E** for more detail.

SECTION VI Matching Funds/Income Eligibility

As a result of the **CARES Act** and the urgent nature of the current COVID-19 emergency, HUD has waived or altered certain CDBG requirements for administrating TEMAP. Therefore, the **SUBRECIPIENT** is NOT required to provide matching funds for TEMAP. The Household must have gross annual income at or below 80% of the Area Median Income (AMI) and the **SUBRECIPIENT** must follow the income verification guidelines in the following section to determine the household's income eligibility.

SECTION VII Lead Based Paint

TEMAP Assistance, provided for any period of time longer than 100 days for current or forward assistance, is covered by the Lead Safe Housing Rule (LSHR) at Title 24, Part 35 and must follow the requirements of Subpart K, whether occupied by a child less than six years or not. Mortgage assistance for arrears does not trigger the LSHR. The Homeowner Certification form requires the Homeowner to disclose the date the dwelling was constructed. If the date constructed is 1978 or newer, no further action is required by the Subrecipient. However, units built before 1978 and receiving four or more months of current or forward mortgage assistance are subject to this requirement.

Visual Assessment training is free and may be taken through this link: <https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>.

The **SUBRECIPIENT** must provide disclosure notices and clearance notices as outlined in Subpart A and 35.125(b) and (c). The results of the visual assessment must be documented. Should deteriorated paint be identified, please review, and follow the compliance steps to properly address the deteriorated painted surfaces, detailed in Subpart K. A list of exemptions to the LSHR, steps to comply with Subpart K, and associated resources can be reviewed here: <https://portalapps.hud.gov/CORVID/HUDBLPAdvisor/welcome.html>.

The Office of Lead Hazard is allowing virtual visual assessments to mitigate the spread of coronavirus. If deteriorated painted surfaces are identified, it must be stabilized by a certified EPA or state RRP program renovator and unit clearance achieved by a third party risk assessor/inspector or clearance technician.

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 MOU 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 TEMAP, and participation must be voluntary for program participants as described in 24 CFR §5.109.

SECTION IX Other Program Requirements/ Waivers

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 570 Subpart K, Fair Housing Act, Federal Reporting Requirements found at 24 CFR 91.520, Monitoring and reporting program performance at 2 CFR 200.329 and Monitoring requirements at 24 CFR 91.330. 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 or other waivers/changes made by this interim rule or for the TEMAP CARES Act. (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 TEMAP 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 when applicable.

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

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 2 CFR Part 200. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

SECTION XII

Suspension and Termination

SUBRECIPIENT understands that this MOU may be suspended or terminated, in accordance with 2 CFR 200, if applicable, and 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 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.

It is expressly agreed that this MOU may not be amended except upon the joint action approval of both the **Entity** and **Hidalgo County Community Service Agency**.

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 TEMAP funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 570.483((b)(2)(C)).

The disposition of any asset improved or acquired in part or in whole with TEMAP 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 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 MOU.

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 MOU.

SECTION XV Procurement

The Coronavirus Aid, Relief, and Economic Security (CARES) Act provides the alternative requirement that permits Texas Emergency Mortgage Assistance Program (TEMAP) recipients to deviate from applicable procurement standards when procuring goods and services to prevent, prepare for, and respond to coronavirus. Applicable procurement standards are 2 CFR § 200.317-200.326.

SUBRECIPIENT also 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 2 CFR Part 200, and the TEXAS COUNTY PURCHASING ACT.

SUBRECIPIENT must comply with TEMAP 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.

(1) Compliance. The **SUBRECIPIENT** shall comply with current HUD and COUNTY policies concerning the procurement of equipment, goods, and services, and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. The **SUBRECIPIENT** shall report to the COUNTY all program assets (unexpended program income, property, equipment, etc.)

(2) Pursuant to 2 CFR § 200.331 (a) (4), the Indirect Cost Rate for the **SUBRECIPIENT's** award shall be an approved federally recognized cost rate negotiated between the **SUBRECIPIENT** and the Federal government, or, if no cost rate exists, the de minimis indirect cost rate as defined in 2 CFR § 200.414(b).

(3) Use and Reversion of Assets. The use and disposition of equipment under this MOU shall be in compliance with the requirements of 2 CFR Part 200.

SECTION XVI 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**), 2 CFR Part 200.317 and 200.318.

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 XVII **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 MOU shall lie exclusively in HIDALGO COUNTY.

SECTION XVIII **Miscellaneous Provisions**

Conflict with Applicable Law. Nothing in this MOU 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 MOU 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 MOU 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 MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire MOU. This Memorandum of Understanding (MOU) contains the entire contract terms 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 MOU not specifically set forth herein. This MOU may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

Texas Law to Apply. THIS MOU 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 MOU, 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:

Hidalgo County Urban Program and Hidalgo County Community Service Agency
2020-2021 TEMAP Memorandum of Understanding

If to **ENTITY**:

COUNTY OF HIDALGO

Urban County Program
1916 Tesoro St.
Pharr, TX 78577
Email: ucp@co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

Jaime Longoria, Executive Director
2524 N. Closner Blvd.
Edinburg, Texas 78541
Phone #: (956) 383-6240
Fax #: (956) 380-4324
Email: jaime.longoria@co.hidalgo.tx.us

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 MOU.

Successors. This MOU 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 MOU.

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

Headings. The headings and captions contained in this MOU 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 MOU 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 MOU by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

(SIGNATURE PAGE TO FOLLOW)

SECTION XXI
Effective Date

The effective date of this agreement shall apply retroactively to **August 10, 2021** and shall terminate on the **14th** day of **June, 2022** unless otherwise cancelled or amended to the terms of this Memorandum of Understanding (MOU).

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

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT

Name: Hidalgo County Community Service Agency
Address: 2524 N. Closner Blvd.
City/State/Zip: Edinburg, TX 78539
Federal I.D. #: _____
DUNS #: 161811138

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:

P.R. Avila II, UCP Director

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's
Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT A
STATEMENT OF WORK

SERVICE AREA: Hidalgo County, TX excluding the cities of Edinburg, Mission, McAllen, Alamo, and La Villa, TX

ACTIVITIES DESCRIPTION:

A. Estimated number of Households to be assisted: 75

B. Activities:

1. To provide emergency mortgage assistance to low- to moderate- income homeowners impacted by the Coronavirus pandemic, to help provide housing stability during the pandemic.
2. To assist eligible homeowners with emergency mortgage assistance made directly to the Lender, on behalf of the eligible homeowner. The Mortgage Lender and the Mortgage Loan must meet definitions outlined in Program Guidelines.
3. To provide up to six months of mortgage assistance with at least one month's worth of current or future mortgage and not to exceed five months of mortgage in arrears.

C. Reporting: By the 10th of each month, Subrecipient shall report:

Aggregate-level data to be reported via the Housing Contract System:

1. Summary data for households served by race, ethnicity, and household income level, and other demographic data as required by HUD.
2. Number of Households that received emergency mortgage assistance.
3. Total number of Households served.
4. Number of pending Households to receive assistance in the following thirty (30) days. Subrecipient must also report household-level data, including demographic data, as described on TDHCA's Excel Monthly Performance Report spreadsheet.

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Administration General Administration \$ 60,000.00	\$60,000.00
Emergency Payments Mortgage Assistance Mortgage Assistance \$ 435,000.00	\$ 435,000.00
TOTAL GRANT BUDGET:	\$ 495,000.00

EXHIBIT B-2
PAYMENT SCHEDULE/CONTRACT BENCHMARKS

CONTRACT BENCHMARKS AS REFLECTED THROUGH THE MONTHLY EXPENDITURE AND PERFORMANCE REPORT:

1. Contract 20% expended, as provided in the Budget, by fourth month reporting.
2. Contract 40% expended, as provided in the Budget, by sixth month reporting.
3. Contract funds 100% obligated, by 12/31/2021.
4. Contract 70% expended, as provided in the Budget, by ninth month reporting.
5. Contract 100% expended, as provided in the Budget, by thirteenth month reporting.

After reaching 40% of expenditure reporting of its General Administration funding under this Contract, Subrecipient will not be reimbursed for General Administration funding that is greater than 20% of its reported expenditure of Emergency Payments.

EXHIBIT C
Schedule of Activity

Proposed monthly schedule of activity should be provided in this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of **11** months from contract date.

2021- 2022 For the Months of...	Number of Beneficiaries	Services
August 2021	15	Identify and assist eligible homeowners with emergency mortgage assistance with up to six (6) months of mortgage assistance with at least one (1) months' worth of current or future mortgage and not to exceed five months of mortgage in arrears
September 2021	15	Identify and assist eligible homeowners with emergency mortgage assistance with up to six (6) months of mortgage assistance with at least one (1) months' worth of current or future mortgage and not to exceed five months of mortgage in arrears
October 2021	15	Identify and assist eligible homeowners with emergency mortgage assistance with up to six (6) months of mortgage assistance with at least one (1) months' worth of current or future mortgage and not to exceed five months of mortgage in arrears
November 2021	15	Identify and assist eligible homeowners with emergency mortgage assistance with up to six (6) months of mortgage assistance with at least one (1) months' worth of current or future mortgage and not to exceed five months of mortgage in arrears
December 2021	15	Identify all eligible homeowners to be assist be assisted by obligating 100% of TEMAP funds
January 2022 – June 2022		Assist eligible homeowners with emergency mortgage assistance with up to six (6) months of mortgage assistance with at least one (1) months' worth of current or future mortgage and not to exceed five months of mortgage in arrears
TOTALS	75	Identify and assist 75 eligible homeowners with emergency mortgage assistance with up to six (6) months of mortgage assistance with at least one (1) months' worth of current or future mortgage and not to exceed five months of mortgage in arrears

EXHIBIT D RECORDS & REPORTS

A. General. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS.

B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Access to Records. Subrecipient shall give HUD, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient.

D. Record Retention. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C –Post Award Requirements, §85.42; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. CARES Act Funds. Subrecipient shall track, account for, and report on this CDBG-CV Act funding separate from other funds. Upon request, Subrecipient shall report to the Department to extent these funds were used as match for other programs.

F. Expenditure and Performance Reports. By the fifteenth (10th) day of each month, Subrecipient shall electronically submit an Expenditure and Performance Report to the Department of all expenditures of funds and clients served under this Contract during the previous month (including a partial month), regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Expenditure and Performance Report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review.

G. Final Reports. Subrecipient shall submit a final Expenditure and Performance Report to the Department after the end of the Contract Term. Subrecipient must file a final Expenditure and Performance Report within forty-five (45) calendar days after the end of the Contract.

H. Mortgage Assistance. During the Contract Term, reimbursements from mortgage arrears or mortgage assistance payments must be reported to the Department in the next monthly Expenditure and Performance Report and spent on qualifying mortgage arrears or mortgage assistance payments.

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, clientele profile, etc.).

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

SUBRECIPIENT must maintain all financial records for TEMAP program.

SUBRECIPIENT must participate in the Annual Point in time Homeless Count and other participation as per this agreement.

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 10th 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 June 14, 2022.
7. December expenditures (equipment / supplies) must be invoiced and paid by December 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per **Section 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

(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 shall apply to the recipient and subrecipients that are units of general purpose local government, and program income is to be used as match under 2 CFR Part 200. The requirements of 2 CFR Part 200 apply to subrecipients that are private nonprofit organizations. 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) will not apply to the TEMAP Hidalgo County Program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with 2 CFR Part 200 and 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 AS AMENDED.

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
www.ecfr.gov