**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

**2026-2027 SUBRECIPIENT AGREEMENT BETWEEN**
**HIDALGO COUNTY URBAN COUNTY PROGRAM**
**AND**
# LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
## (Area Agency on Aging)
**FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

THIS AGREEMENT entered this **10th day of November, 2026** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (Area Agency on Aging)** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS the **SUBRECIPIENT** agrees to cooperate with **GRANTEE** to implement CDBG Program activities be fulfilled by **GRANTEE** pursuant to 24 CFR Part 570 and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards). In addition, other rules, regulations and decisions may be enforced by HUD or any other federal or state agency that may legally exercise its jurisdiction over the CDBG program funds. The **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

## I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D**- Records and Reports/Staffing

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. The GRANTEE will notify the SUBRECIPIENT no less than five (5) business days in advance of on-site monitoring visits to satisfy compliance with applicable Federal Program requirements and performance measures are being attained as per 2 CFR Part 200.301 (Performance Measurement) and Part 200.328 ( Monitoring and Reporting Performance).

## II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($10,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B",** or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

## III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance. If applicable, all retroactive reports are due within 30 days from the day this agreement is approved.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

**Subrecipient** shall submit final reimbursement request to the **Grantee** within **ten (10) days (by June 10, 2027)** of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.302. Please reference **Exhibit E, F** and **G.**

## IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

| GRANTEE | SUBRECIPIENT |
|---|---|
| Hidalgo County Urban County Program<br>Joel Rivera PH.D.-UCP Director<br>1916 Tesoro St.<br>Pharr, Texas 78577<br>956-787-8127 Office<br>956-318-299 Fax | Lower Rio Grande Valley Development Council<br>Manuel Cruz- Director<br>301 W. Railroad Ave.<br>Weslaco, Texas 78596<br>956-969-5761 Office<br>956-631-4070 Fax |

## V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.,* except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 200.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**SUBRECIPIENT** is required to maintain an active account registered in the System of Awards Management (SAM) for the duration of this agreement. Further, **GRANTEE** may request information/data necessary to complete the Federal Funding Accountability and Transparency Act (FFATA) or any other CDBG grant program reports to be furnished by **GRANTEE** as per 2 CFR Part 200.300 (Statutory and national policy requirements).

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

**SUBRECIPIENT** agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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 the contract 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.304 and 200.310.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.213, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.213, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 200. Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract. (Please reference **Exhibit G).**

B. Documentation and Record Keeping

1.Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 200; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2.Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of **ten** (**10**) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the ten-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the ten-year period, whichever occurs later.

3.Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4.Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of

the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5.Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6.Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than One Million Dollars ($1,000.000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office

However, if **SUBRECIPIENT** expends One Million Dollars ($1,000.000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **GRANTEE** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

7.Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings,

and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1.Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2.Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3.Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1.Compliance

The Subrecipient shall comply with current Grantee 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. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2.OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200. Please reference **Exhibit F** and **Exhibit G.**

3.Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4.Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 200.313 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$10,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

## VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24

and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

## VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1.Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2.Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3.Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4.Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6.Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq*.) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the

Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2.Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3.Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4.Conflict of Interest

The **GRANTEE** has an established conflict of interest policy for Federal awards. The **SUBRECIPIENT** must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. Subrecipient agrees to abide by the provisions of 2 CFR Part 200.112, 24 CFR 570.611 and HB 1295 which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted

activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6.Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7.Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8.Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

   (1) The dangers of drug abuse in the workplace;
   (2) The Subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities.

Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

## IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include 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 and the advisability and availability of blood lead level screening for children under six. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

## X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

## XIII. EFFECTIVE DATE

The effective date of this agreement shall apply retroactively to **July 1, 2026**. 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 **May 31, 2027.**

*[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]*

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

**SUBRECIPIENT Name: Lower Rio Grande Valley Development Council**

**Address: 301 W. Railroad Ave.**
**City/State/Zip: Weslaco, Texas 78596**
**Federal I.D. # or Soc. Sec. #: 74-1586916**
**UEI #: FNF8ZNQEWSS9**

**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:** **Joel Rivera PH.D., UCP Director**

**APPROVED AS TO FORM:**
**Hidalgo County Criminal District Attorney's Office**
**Toribio "Terry" Palacios By: _____**
**Victor M. Garza, Assistant District Attorney**

**Exhibit A**
**STATEMENT OF WORK**
**CITY/PRECINCT Precinct No.4**

**Section I**

In summary, describe the service(s) that will be provided by the agency utilizing the 2026 CDBG award.

CDBG funding will provide assistance to eligible residents and help reduce waiting lists that may otherwise delay services. The assistance may include Health Maintenance Services or Homemaker Services.

- Health Maintenance Services may cover medications, nutritional supplements, diabetic footwear, grab bars, or other devices necessary to support the health and safety of the client.
- Homemaker Services include housekeeping and meal preparation for clients who need assistance with daily activities to maintain independent living in a safe and healthy home environment.

**Section II**

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

$5,000 Awarded By: Precinct No.4

**Section III**

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

Depending on the client's needs assessment, an allocation of up to $1,000 may be authorized for the following services:

- **Health Maintenance Services**: Includes medications, nutritional supplements, diabetic footwear, grab bars, and other medically necessary devices that promote the health and safety of the client.

OR

- **Homemaker Services**: Includes housekeeping and meal preparation for clients requiring assistance with activities of daily living to sustain independent living in a safe and healthful home environment.

**Section IV**

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

The funds will provide an increase in services by expanding the availability of health maintenance and homemaker supports to extremely low- and low-to-moderate income residents. Specifically, the allocation will reduce service gaps and waiting lists by covering essential items such as medications, nutritional supplements, diabetic footwear, and home safety devices that directly support client health and safety. In addition, the funds will enable the provision of homemaker services—including housekeeping and meal preparation—for individuals who require assistance with activities of daily living. These services will not only help sustain independent living in safe and healthful home environments but will also represent a new or enhanced level of support for clients who otherwise would not have access due to financial limitations. By increasing service capacity, the funding ensures that more vulnerable residents are able to maintain their health, safety, and independence.

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

The program will benefit older adults, ages 62 and above, residing within the boundaries of the service area. Seniors will be eligible to receive assistance, with services tailored to address individual needs identified through the assessment process. It is estimated that approximately 5 residents will be served during the funding period.
The target population consists of individuals from extremely low- to low- and moderate-income households, many of whom face financial barriers to accessing health maintenance items or homemaker assistance. Beneficiaries typically reside within the Precinct No.4 service area, which includes urban and rural communities with a high concentration of economically disadvantaged seniors.
Through this program, these residents will gain access to critical supports that promote safety, health, and independence within their own homes

**Section VI** List all locations (physical address) where the funded service(s) will be provided.
301 w. Railroad Weslaco Texas, 78596

**Exhibit B-1**
**GRANT BUDGET**
**CITY/PRECINCT** Precinct No.4

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

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Homemaker Services or Health Maintenance Services | $ 5,000.00 |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| **TOTAL GRANT BUDGET:** | **$ 5,000.00** |

**Exhibit B-2**
**PAYMENT SCHEDULE**
**CITY/PRECINCT** Precinct No.4

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

| **2026- 2027 For the Months of...** | **Estimated Amount Of Expenditures** | **Type of Budgeted Expenditures** |
|---|---|---|
| **July** | | |
| **August** | | |
| **September** | | |
| **October** | | |
| **November** | | |
| **December** | | |
| **January** | 2,000 | Homemaker Services or Health Maintenance Services |
| **February** | 2,000 | Homemaker Services or Health Maintenance Services |
| **March** | 1,000 | Homemaker Services or Health Maintenance Services |
| **April** | | |
| **May** | | |
| **TOTAL:** | **$5,000.00** | |

Note: Monthly expenditures are considered proposed and subject to change as needed by agencies reporting of services.

**Exhibit C**
**SCHEDULE OF ACTIVITY**
**CITY/PRECINCT Precinct No.4**

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

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

| **2026- 2027 For the months of....** | **Number of Unduplicated Beneficiaries to be Serviced** | **Services Provided** |
|---|---|---|
| **July** | 0 | |
| **August** | 0 | |
| **September** | 0 | |
| **October** | 0 | |
| **November** | 0 | |
| **December** | 0 | Homemaker Services or Health Maintenance Services |
| **January** | 2 | Homemaker Services or Health Maintenance Services |
| **February** | 2 | Homemaker Services or Health Maintenance Services |
| **March** | 1 | Homemaker Services or Health Maintenance Services |
| **April** | 0 | Homemaker Services or Health Maintenance Services |
| **May** | 0 | |
| **Total for the Year:** | **5** | |

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

**Exhibit A**
**STATEMENT OF WORK**
**CITY/PRECINCT** City of Weslaco

**Section I**

In summary, describe the service(s) that will be provided by the agency utilizing the 2026 CDBG award.

CDBG funding will provide assistance to eligible residents and help reduce waiting lists that may otherwise delay services. The assistance may include Health Maintenance Services or Homemaker Services.

- Health Maintenance Services may cover medications, nutritional supplements, diabetic footwear, grab bars, or other devices necessary to support the health and safety of the client.
- Homemaker Services include housekeeping and meal preparation for clients who need assistance with daily activities to maintain independent living in a safe and healthy home environment.

**Section II**

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

$5,000 Awarded By: City of Weslaco

**Section III**

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

Depending on the client's needs assessment, an allocation of up to $1,000 may be authorized for the following services:

- **Health Maintenance Services**: Includes medications, nutritional supplements, diabetic footwear, grab bars, and other medically necessary devices that promote the health and safety of the client.

OR

- **Homemaker Services**: Includes housekeeping and meal preparation for clients requiring assistance with activities of daily living to sustain independent living in a safe and healthful home environment.

**Section IV**

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

The funds will provide an increase in services by expanding the availability of health maintenance and homemaker supports to extremely low- and low-to-moderate income residents. Specifically, the allocation will reduce service gaps and waiting lists by covering essential items such as medications, nutritional supplements, diabetic footwear, and home safety devices that directly support client health and safety. In addition, the funds will enable the provision of homemaker services—including housekeeping and meal preparation—for individuals who require assistance with activities of daily living. These services will not only help sustain independent living in safe and healthful home environments but will also represent a new or enhanced level of support for clients who otherwise would not have access due to financial limitations. By increasing service capacity, the funding ensures that more vulnerable residents are able to maintain their health, safety, and independence.

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

The program will benefit older adults, ages 62 and above, residing within the boundaries of the service area. Seniors will be eligible to receive assistance, with services tailored to address individual needs identified through the assessment process. It is estimated that approximately 5 residents will be served during the funding period.
The target population consists of individuals from extremely low- to low- and moderate-income households, many of whom face financial barriers to accessing health maintenance items or homemaker assistance. Beneficiaries typically reside within the City of Weslaco service area, which includes urban and rural communities with a high concentration of economically disadvantaged seniors.
Through this program, these residents will gain access to critical supports that promote safety, health, and independence within their own homes

**Section VI** List all locations (physical address) where the funded service(s) will be provided.
301 w. Railroad Weslaco Texas, 78596

**Exhibit B-1**
**GRANT BUDGET**
**CITY/PRECINCT** City of Weslaco

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

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Homemaker Services or Health Maintenance Services | $ 5,000.00 |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| **TOTAL GRANT BUDGET:** | **$ 5,000.00** |

**Exhibit B-2**
**PAYMENT SCHEDULE**
**CITY/PRECINCT** City of Weslaco

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

| **2026- 2027 For the Months of...** | **Estimated Amount Of Expenditures** | **Type of Budgeted Expenditures** |
|---|---|---|
| **July** | | |
| **August** | | |
| **September** | | |
| **October** | | |
| **November** | | |
| **December** | | |
| **January** | 2,000 | Homemaker Services or Health Maintenance Services |
| **February** | 2,000 | Homemaker Services or Health Maintenance Services |
| **March** | 1,000 | Homemaker Services or Health Maintenance Services |
| **April** | | |
| **May** | | |
| **TOTAL:** | **$5,000.00** | |

Note: Monthly expenditures are considered proposed and subject to change as needed by agencies reporting of services.

**Exhibit C**
**SCHEDULE OF ACTIVITY**
**CITY/PRECINCT** City of Weslaco

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

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

| **FY 2026-2027 For the months of....** | **Number of Unduplicated Beneficiaries to be Serviced** | **Services Provided** |
|---|---|---|
| **July** | | |
| **August** | | |
| **September** | | |
| **October** | | |
| **November** | | |
| **December** | | |
| **January** | 2 | Homemaker Services or Health Maintenance Services |
| **February** | 2 | Homemaker Services or Health Maintenance Services |
| **March** | 1 | Homemaker Services or Health Maintenance Services |
| **April** | | |
| **May** | | |
| **Total for the Year:** | **5** | |

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

**EXHIBIT D**
**RECORDS & REPORTS**

**When submitting a request for reimbursement for expenses incurred, attach a cover letter with the following support documentation:**

- Total of CDBG award being requested
- Copies of Invoices
- Cancelled Checks
- Staff timesheets (if applicable)
- Other Supporting Documents

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

- Exhibit D Monthly 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). Number of Beneficiaries Served & Ethnicity Data
  _____ White, Hispanic or non Hispanic
  _____ Black, Hispanic or 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
- **ALL UNSPENT CDBG FUNDS WILL BE RETURNED TO THE RESPECTIVE CITY OR PRECINCT AT THE END OR TERMINATION OF THIS AGREEMENT.**

**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 proper financial records.

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

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B 2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments"). IF A RETROACTIVE AGREEMENT IS APPROVED, WE WILL ONLY ACCEPT REPORTS RETROACTIVE **JULY 1, 2026** TO THE APPROVE AGREEMENT MONTHLY DATE. Example if agreements are approved in September 2023, we will only accept July, August and September. We cannot wait until the end of the year and turn all the monthly reports at once. This will help us better process reimbursement and avoid discrepancies.

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 10, 2027.**

7. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

8. 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 **Part VI Section H** "Suspension and Termination".

9. All reimbursement requests and reports submitted to Urban County must be **originals** signed with **blue ink**.

10. As per **Part VII Section 7** 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.

11. Reimbursement requests are processed by Urban County on a first come first serve basis.

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

**Exhibit F**
**Other Applicable Provisions**

## PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/
www.ecfr.gov

**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.

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|---|---|
| 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