

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** May 25, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicole Ferrini, 212-1659

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 8 – Nurture and promote a healthy, sustainable community

**SUBGOAL:** 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

That the Mayor be authorized to execute an inter-local agreement between the City of El Paso and El Paso County to provide \$850,000 to support continued operation of the Inspira Hotel Temporary Emergency Shelter in order to address the needs of persons experiencing homelessness in El Paso during COVID-19.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

The City of El Paso and El Paso County are partnering to maintain current operation of the Inspira Hotel Temporary Emergency Shelter for additional months. This project is serving as overflow capacity for existing emergency shelters that have reduced capacity due to COVID-19 precautions.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

\$850,000 in CARES Act funds from El Paso County

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO**

**PRIMARY DEPARTMENT:** Department of Community + Human Development

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the County of El Paso, Texas for the distribution of Federal Coronavirus Relief Funds from the County of El Paso in the amount of **EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00)** to the City of El Paso to provide assistance for the homeless populations of the City and County of El Paso, Texas.

PASSED and APPROVED on this \_\_\_\_\_ day of MAY 2021.

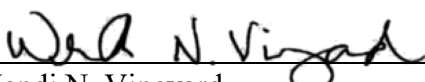
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nicole Ferrini, Director  
Community & Human Development

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**ACKNOWLEDGEMENT**

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF EL PASO        )**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary’s Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

Office of the City Attorney  
P.O Box 1890  
El Paso, Texas 79950-1890

STATE OF TEXAS                   §  
   §  
   §  
COUNTY OF EL PASO       §     **INTERLOCAL GRANT AGREEMENT BETWEEN  
THE COUNTY OF EL PASO AND THE CITY OF EL  
PASO FOR THE DISTRIBUTION OF FEDERAL  
CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL SUBRECIPIENT GRANT AGREEMENT (the "Grant Agreement") is made by and between the County of El Paso, a political subdivision of the State of Texas ("COUNTY"), duly acting herein by and through the El Paso County Commissioners Court ("Commissioners Court") and City of El Paso, TEXAS (hereafter referred to as the "CITY"), a Texas Municipal Corporation, duly acting herein by and through its CITY Council. COUNTY and CITY may be referred to singularly as a "Party" or collectively as "Parties." The Parties agree to all the recitals, terms, conditions and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

**RECITALS**

**WHEREAS**, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("CARES Act") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

**WHEREAS**, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY is in receipt of funds directly from the United States Department of the Treasury as a result of the CARES Act; and

**WHEREAS**, the CITY has adopted an ordinance extending the Mayor's declaration of local disaster due to public health emergency and in response to the pandemic COVID-19 and it is the CITY's intent to continue this declaration during such time as the COUNTY's disaster declaration remains in effect; and

**WHEREAS**, through this Grant Agreement, COUNTY has provided a mechanism for certain cities located within the borders of El Paso County, Texas to seek resources for certain COVID-19 expenses and expenditures;

**WHEREAS**, the COVID-19 Pandemic has exacerbated existing vulnerabilities across the El Paso community resulting in the need for ongoing support particularly in the area of addressing homelessness;

**WHEREAS**, the use of CARES Act funds used in this Agreement are 1) necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) the use of CARES Act funds used in this Agreement were not accounted for in the budget approved for FY 2019-2020 by the County of El Paso; 3) CARES Act expenditures under this Agreement will be incurred during the period that begins January 1, 2021 – December 1, 2021; and

**WHEREAS**, on April 22, 2020 the U.S. Department of the Treasury issued guidance provided that CARES Act funds may be used for expenditures for the care of the homeless populations provided to

mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions; and

**WHEREAS**, these recitals are incorporated into the Agreement and are expressly made a part of the terms of this Agreement; and

**NOW, THEREFORE**, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1**  
**PURPOSE**

- 1.01 The purpose of this Grant Agreement is to provide services in order to mitigate the public health crisis caused by the COVID-19 pandemic and for services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described in the Scope of Work outlined in Section 4.04 below ("Purpose").

**ARTICLE 2**  
**TERM AND TERMINATION**

- 2.01 Term. The term of this Grant Agreement shall begin as of the date of the last signature set forth below and terminate on December 31, 2021 (the "Term").

- 2.02 Termination.

i) COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon 10 days written notice to CITY.

ii) COUNTY and CITY may mutually agree to terminate this Agreement. COUNTY in its sole discretion will determine if, as part of the general termination, CITY is required to return any or all of the disbursed grant funds.

iii) Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 - 200.342. Following termination by COUNTY, CITY shall continue to be obligated to COUNTY for the return of grant funds in accordance with applicable provisions of this Agreement.

**ARTICLE 3**  
**LEGAL AUTHORITY**

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY's governing body, authority the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

**ARTICLE 4**  
**CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES**

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on May 1<sup>st</sup>, 2021 and ends on December 1<sup>st</sup>, 2021.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the notices in the Federal Register Vol. 86, No. 10.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding shall not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replaced is not a permissible use of these grant funds;
  - b) Damages covered by insurance;
  - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
  - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
  - e) Reimbursement to donors for donated items or services;
  - f) Workforce bonuses other than hazard pay or overtime;
  - g) Severance pay; or
  - h) Legal settlements.
- 4.04 Scope of Work
- a) Provide up to 120 hotel rooms through July 30<sup>th</sup> or whenever the funds expire (whichever is latest) for the homeless to ensure proper shelter and programming for pandemic support, to include justice involved individuals.
  - b) Coordinate service agreements with subcontractor(s) for on-site monitoring and support more specifically described herein in **Exhibit A**.
  - c) Provide a minimum of bi-weekly updates to the County including utilization statistics and other important performance updates.
  - d) Provide an updated presentation to the Commissioners Court regarding progress by June 30 and a summary presentation in August of 2021.

**ARTICLE 5**  
**FINANCIAL REQUIREMENTS, REPORTING**  
**AND PAYMENT**

- 5.01 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in recapture of funds allocated to CITY and/or denial of reimbursement requests.
- 5.02 CITY will be compensated for allowable expenses in one Disbursement in the amount of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) payable within fifteen (15) calendar days from execution of this Agreement ("Disbursement"). Payment will be made on the expectation of actual Allowable Expenses as specified in the Program Scope. CITY'S expenditures must be proportional to services provided and be supported by the appropriate documentation such as but no limited to subcontractor invoices and proof of payment via canceled check or ACH.
- 5.03 Recapture of Funds. The discretionary right of COUNTY to terminate for convenience under Article 2 notwithstanding, COUNTY shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by COUNTY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, or (iii) If COUNTY determines that sufficient progress is not made towards expenditures of advanced funds and/or CITY fails to meet financial reporting obligations.
- 5.04 Liquidation Period. Grant funds will liquidate by December 31, 2021. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to the COUNTY.
- 5.05 Project Close Out. County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the CITY. The CITY must submit all financial, performance, and other reports as required by the terms and conditions of the grant award by December 31<sup>st</sup>, 2021. The CITY must promptly refund any balances of unobligated grant funds that COUNTY paid in advance or paid and that are not authorized to be retained by the CITY.
- 5.06 CITY certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in **Exhibit C**, which is attached hereto and incorporated for all purposes.
- 5.07 CITY is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with applicable federal and state laws and regulations.
- 5.08 The CITY will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.
- 5.09 All underlying eligible expenditures must be incurred by December 1, 2021. All necessary



expenditure reporting submissions must be received by COUNTY monthly on the 10<sup>th</sup> business day of the month following the month that expenditures were made (example June expenditure reporting is due in August) using the form in the attached **Exhibit B**. For purposes of this Grant Agreement, a cost is "incurred" when CITY has expended funds to cover the cost.

- 5.10 Expense Disbursement report must contain documentation deemed necessary for adequate fiscal control. Disbursement report should include, but are not limited to original invoices, receipts, receiving documentation, contracts, canceled checks or other proof of payment acceptable to the County, timesheets, etc.

## **ARTICLE 6**

### **FEDERAL FUNDING AND RETURN OF FUNDING**

- 6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes ("**OMB Requirements**"). The CITY must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the CITY understands that the COUNTY must also comply with the OMB requirements and the COUNTY depends on the CITY's cooperation in order to comply with such OMB requirements. As such, the CITY will perform any obligations reasonably requested by the COUNTY that are necessary to ensure that the COUNTY complies with the OMB requirements

6.02 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be for actual or allowable costs. CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the TERM of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within ninety (90) calendar days of the receipt of the notice from COUNTY.

- 6.03 Following is additional information concerning the funding for this Grant Agreement:

- a) Federal Award Date: March 27, 2020;
- b) Name of Federal Awarding Agency: United States Department of the Treasury; and
- c) CFDA Number 21.019.

**ARTICLE 7**  
**DISCRETIONARY GRANT OF FUNDS**

- 7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible based on guidance issued by the United States Department of the Treasury.

**ARTICLE 8**  
**PUBLIC INFORMATION**

- 8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information

**ARTICLE 9**  
**COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS**

- 9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the County Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to the Grant Agreement.
- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single/Audit Requirements in 2 CFR, Part 200, Subpart F - Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tp1=/ecfrbrowse/Title 02/0cfr200 main 02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tp1=/ecfrbrowse/Title%2002/0cfr200_main_02.tpl), and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purc/hasind/doc/ugm.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review

reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY's obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within ninety (90) days after CITY's receipt of the findings.

- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

## **ARTICLE 10**

### **PROCUREMENT PRACTICES AND POLICES**

- 10.01. The CITY must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds.

## **ARTICLE 11**

### **POLITICAL ACTIVITIES**

- 11.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
- 11.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 11.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 11.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

11.05 As applicable, the CITY and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with any Federal action concerning the award or renewal. CITY shall file the required certification attached hereto and incorporated for all purposes as **Exhibit D**. Each contracting tier shall also disclose any lobbying with non- federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **ARTICLE 12** **REMEDIES**

12.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities may pursue any combination of the following remedies:

- i) wholly or partially suspend or terminate this Grant Agreement;
- ii) in accordance with Section 6.02, require return or recapture of any funding provided;
- iii) terminate this Agreement;
- iv) impose a corrective action plan;
- v) withhold further awards; or
- vi) take other remedies or appropriate actions.

## **ARTICLE 13** **SEVERABILITY**

13.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

**ARTICLE 14**  
**AMENDMENT**

14.01 Any alternations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

**ARTICLE 15**  
**INTERPRETATION**

15.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

**ARTICLE 16**  
**SURVIVABILITY**

16.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

**ARTICLE 17**  
**SOVEREIGN IMMUNITY**

17.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against any claims asserted against it.

**ARTICLE 18**  
**TEXAS LAW TO APPLY**

18.01 This Grant Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in El Paso County, Texas.

**ARTICLE 19**  
**PRIOR AGREEMENTS SUPERSEDED**

19.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Grant Agreement.

**ARTICLE 20**  
**DELEGATION AND ASSIGNMENT**

20.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

**ARTICLE 21**  
**NOTICES**

21.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: El Paso County Judge Ricardo A. Samaniego  
500 East San Antonio, Suite 301  
El Paso, Texas 79901

COPY TO: El Paso County Community Services Department  
Attn: Irene G. Valenzuela  
6314 Delta Drive  
El Paso, Texas 79905  
[igvalenzuela@epcounty.com](mailto:igvalenzuela@epcounty.com)

TO CITY: City of El Paso, Texas  
Attn: City Manager  
PO Box 1890  
El Paso, TX 79950-1890

COPY TO: Community and Human Development Department  
Attn: Director  
PO Box 1890  
El Paso, TX 79950-1890  
FerriniNM@elpasotexas.gov

21.02 All notices of termination and/or recapture of funds shall be in writing within 120 days in advance.

**ARTICLE 22  
CURRENT  
REVENUES**

22.01 Each Party paying for the performance of governmental functions or services will makethose payments from current revenues then available to the paying Party.

*[SIGNATURES BEGIN ON THE FOLLOWING PAGE]*

**IN WITNESS HEREOF**, THE CITY OF EL PASO AND EL PASO COUNTY have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.

EL PASO COUNTY

\_\_\_\_\_  
RICARDO A. SAMANIEGO  
COUNTY JUDGE  
DATE.....

ATTEST/SEAL

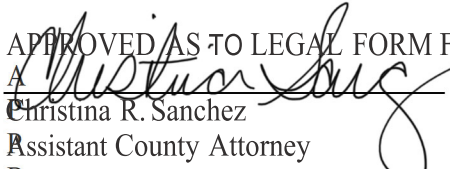
\_\_\_\_\_  
Delia Briones  
El Paso County Clerk  
Date: \_ \_ \_ \_ \_



APPROVED AS TO CONTENT FOR CITY

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Irene G. Valenzuela  
Contract Administrator

APPROVED AS TO LEGAL FORM FOR COUNTY  
  
Christina R. Sanchez  
Assistant County Attorney

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**CITY:**  
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser,  
Mayor

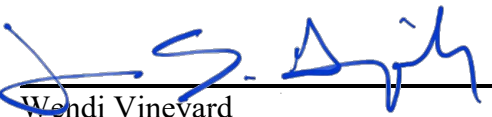
**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_


**ATTEST:**

\_\_\_\_\_  
Laura Prine,  
City Clerk

**Approved as to Form:**

**Approved as to Content:**

For   
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

  
\_\_\_\_\_  
Nicole Ferrini  
Director  
Community & Human Development

**EXHIBIT A**  
**SUBCONTRACTOR AGREEMENT**

**HIBIT B**  
Invoice

**Budget & Expense Form for CARES Act Contracts & Subrecipients**

Expenditure Categories	Reporting Period Exporting Period Exporting Period Exporting Period Exp.										Budget Balance
	May-21 Due 6/10/2021	Jun-21 Due 07/10/2021	Jul-21 Due 08/10/2021	Aug-21 Due 09/10/2021	Sep-21 Due 10/10/2021	Oct-21 Due 11/10/2021	Nov-21 Due 12/10/2021	Dec-21 Due 01/10/2022	Cumulative Total	Budget Balance	
<b>Budget Amount</b>	\$850,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00
<b>Total Budget</b>	\$850,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00
a. Administrative Expenses											\$0.00
b. Budgeted Personnel and Services Diverted to a Substantially Different Use											\$0.00
c. COVID-19 Testing and Contact Tracing											\$0.00
d. Economic Support (Other than Small Business, Housing, and Food Assistance)											\$0.00
e. Expenses Associated with the Issuance of Tax Anticipation Notes											\$0.00
f. Facilitating Distance Learning											\$0.00
g. Food Programs											\$0.00
h. Housing Support											\$0.00
i. Improve Telework Capabilities of Public Employees											\$0.00
j. Medical Expenses											\$0.00
k. Nursing Home Assistance											\$0.00
l. Payroll for Public Health and Safety Employees											\$0.00
m. Personal Protective Equipment											\$0.00
n. Public Health Expenses											\$0.00
o. Small Business Assistance											\$0.00
p. Unemployment Benefits											\$0.00
q. Workers' Compensation											\$0.00
r. Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories											\$0.00

Reporting information:  
Reporting Periods may be monthly, quarterly or other, as agreed. Insert columns as necessary.  
All expenses must include supporting documentation such as invoices, cancelled checks, payroll reports, etc.  
Any questions regarding budgets, expenses or supporting documentation should be directed to:  
El Paso County Auditor Office / Grants Compliance Reporting Audit Division: SuEstrada@epcounty.com or rdominguez@epcounty.com

**EXHIBIT C**  
**CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION**

I, \_\_\_\_\_, am the Mayor/CITY Manager \_\_\_\_\_  
("CITY") and I certify that:

1. I have the authority on behalf of CITY to request grant payments from El Paso County for federal funds appropriate pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 60 I(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the El Paso County Auditor's Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if CITY has not used funds it has received to cover costs that were incurred by December 1, 2020 those funds must be returned to the COUNTY and will have all expense reports submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
  - a. Are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
  - c. Were incurred during the period that begins on March 1, 2020 and ends on December 1, 2020.

In addition to each of the statements above in this Exhibit C, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Texas County  
of El Paso

Sworn and subscribed before me on the \_\_\_\_\_ day \_\_\_\_\_, 2020 by \_\_\_\_\_

(Personalized Seal)

---

Notary Public Signature

**EXHIBIT D**  
**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, CITY of \_\_\_\_\_ certifies, to the best of his or her knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or 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.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents and for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

The grantee, CITY of \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE STATE OF TEXAS    )        **SUBRECIPIENT AGREEMENT**  
  )  
COUNTY OF EL PASO    )

This Subrecipient Agreement (“**Agreement**”) is made on \_\_\_\_\_, 2021 (“**Effective Date**”) and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the “**City**”) and Family Endeavors, Inc., a Texas Nonprofit Corporation (“**Subrecipient**”).

**WHEREAS**, the City received funds from the United States Department of Treasury (“**Granting Agency**”) for the Coronavirus Aid Relief Fund program (“**Program Funds**”); and

**WHEREAS**, the Subrecipient has submitted an application for funds and the City’s Community Development Department (the “**Department**”) has approved the application; and

**WHEREAS**, the funds used in this Agreement are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); and

**WHEREAS**, the funds used in this Agreement were not accounted for in the budget most recently approved by the City of El Paso; and

**WHEREAS**, the expenditures under this Agreement will be incurred during the period that begins on May 15, 2021, and ends on August 20, 2021.

**WHEREAS**, the City finds that the expenditures under this Agreement are incurred due to the public health emergency and that the expenditures are incurred to respond to the second order effects of the emergency by providing economic support to people that are suffering from employment or business interruptions due to COVID-19 related business closures; and

**WHEREAS**, the City finds that the funds distributed under the Program Scope of this Agreement are necessary expenditures in the reasonable judgment of the City Council of the City of El Paso; and

**WHEREAS**, the provisions in this Agreement ensure that the Program Scope is provided for its intended use of providing economic support to those suffering from employment or business interruptions due to COVID-19 related business closures; and

**WHEREAS**, the assistance provided under the Program Scope is structured in such a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The parties agree as follows:

1. **Funding Amount.** Provided the Subrecipient complies with all obligations under this Agreement, the City will provide Program Funds to the Subrecipient in an amount up to \$850,000.00 (“**Sub-grant Amount**”). Notwithstanding anything to the contrary, the Subrecipient may only receive Sub-grant Amount disbursements for expenses considered to be “Allowable Expenses”. For purposes of this Agreement, the term “**Allowable**

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**Expenses**” means any expenses eligible for reimbursement under the OMB Requirements, Program Funding Requirements, and/or Granting Agency Requirements. Applicant acknowledges and agrees that Allowable Expenses may change over time in accordance to Granting Agency clarifications and regulations. The Subrecipient should verify federal regulations and consult with the City for any questions regarding what expenses constitute Allowable Expenses. The Subrecipient acknowledges and agrees that the payment by the City of any Sub-grant Amount is contingent on the City receiving funds from the Granting Agency. Subrecipient understands that nothing in this Agreement obligates the City to provide the Subrecipient any funds under this Agreement if the City does not receive funds from the Granting Agency. The City will disburse the Sub-grant Amount on a reimbursement basis with disbursements taking place one time disbursement. Prior to the City being obligated to issue any Sub-grant Amount disbursements, the Subrecipient must submit an invoice and proof of incurred expenses. The City may withhold Sub-grant Amount disbursements from the Subrecipient if the Department director reasonably believes that the Subrecipient (1) has not complied with all obligations under this Agreement, the OMB Requirements, the Program Funding Requirements, and/or Granting Agency Requirements, (2) the Subrecipient has breached any representations and warranties under this Agreement, (3) the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, (4) the expenses are not considered Allowable Expenses, (5) the expenses have not been incurred, and/or (6) the proof of expenses provided by the Subrecipient are not adequate to confirm that the expenditure meets the requirements of this Agreement. Subrecipient acknowledges and agrees that the City will not make a reimbursement to the Subrecipient for expenses that are or will be reimbursed by another funding source, including but not limited to another federal, state, or local government agency. **Program Scope**. Subrecipient will comply with all the requirements and deadlines described in Attachment “A” attached to this Agreement (the “**Program Scope**”). Notwithstanding anything to the contrary, the Subrecipient will be responsible for repaying the City any funds that the Subrecipient expends in violation of any provisions under this Agreement, including the OMB Requirements, the Program Funding Requirements, and the Granting Agency Requirements. The Subrecipient will not be liable for the repayment of funds if the Program Scope is found by the Granting Agency to be ineligible, provided that the Subrecipient will immediately cease any activities under the Program Scope upon notification by the City, notification by the Granting Agency, or knowledge by the Subrecipient that the Program Scope has been disallowed. The Subrecipient will be liable for repaying any funds expended by the Subrecipient following notification by the City, notification by the Granting Agency, or knowledge by the Subrecipient that the Program Scope has been disallowed. Subrecipient will be responsible for paying back to the City any funds that were disbursed or expended in violation of this Agreement, the OMB Requirements, the Program Funding Requirements, and/or Granting Agency Requirements. Subrecipient is not responsible for repaying funds if such funds were distributed in accordance to this agreement, provided however, that the Subrecipient will stop any fund disbursements or fund expenditures that the City informs Subrecipient are not allowable under guidance from the Granting Agency. Regardless of whether a

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disbursement or expenditure is allowed under the Program Scope, Subrecipient will be responsible for repaying any funds that were disbursed or expended following notification from the City that such disbursements or expenditures are not allowable under guidance from the Granting Agency.

2. **Term**. Unless terminated sooner as allowed under this Agreement, this Agreement commences on the Effective Date and terminates August 20, 2026.
3. **Budget**. The Subrecipient will adhere to the program budget attached to this Agreement as Attachment “B” (the “**Program Budget**”), and made a part hereof for all purposes. Unless allowed in the Program Scope, the Subrecipient will obtain the advance approval of the Department director for any changes to the Program Budget, such changes including but not limited to increases in budget, decreases in budget, and changes in budget category amounts. If the City determines that unexpended funds are present, then the City may adjust the Sub-grant Amount to remove such amounts at the City’s discretion.
4. **Insurance**. The Subrecipient will comply with all of the following insurance requirements for the full term of this Agreement. Any gaps in insurance coverage are considered a breach of the requirements of this Agreement.
  - a. **Commercial Liability Insurance**. The Subrecipient will procure Commercial Liability Insurance in the minimum amounts of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 for property damage. The Subrecipient will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Subrecipient is performing services near any railroad or streetcar track, then the Subrecipient will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
  - b. **Workers Compensation Insurance**. If required by law, the Subrecipient will procure workers compensation insurance as required by law.
  - c. **Flood Insurance**. Subrecipient shall maintain, during the term of the Agreement, and provide the City on an annual basis, proof of flood insurance in the amount of flood insurance coverage required by the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, which is the lesser of the following: 1. The maximum amount of National Flood Insurance (NFPI) coverage available for the particular property type; or 2. The insurable value of the structure.
  - d. **Automobile Liability Insurance**. The Subrecipient will procure automobile liability insurance in the minimum amounts of one million dollars for bodily injury per occurrence and one million dollars property damage per occurrence.

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- e. **Builder's Risk.** Until the project is completed and accepted in accordance with all of the terms and conditions of this Agreement, Subrecipient is required to maintain Builder's Risk Insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of Owner, Subrecipient, and Subcontractor(s), as their interests may appear. This provision shall not release Subrecipient from his obligation to complete, according to plans and specifications, the project covered by this Agreement, and Subrecipient and his Surety shall be obligated to full performance of Subrecipient's undertaking.
- f. **Hazard.** Subrecipient shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the City requires insurance. This insurance shall be maintained in the amounts and for the periods that the City requires under this Agreement. If Subrecipients fail to maintain coverage described above, City may, at City's option, obtain coverage to protect City's rights in the Property.
- g. **Payment and Performance Bonds.** Subrecipient shall furnish the Department, before beginning the Work, in accordance with Chapter 2253 of the Texas Government Code:
  - (i.) A Performance Bond for all contracts in excess of \$100,000. The performance bond shall be for one hundred percent (100%) of the Agreement amount and conditioned on the faithful performance of work in accordance with the plans, specifications, and Agreement documents.
  - (ii.) A Payment bond for public works contracts in excess of \$25,000. The payment bond shall be for one hundred percent (100%) of the contract price for the protection and use of the payment bond beneficiaries who have direct contractual relationship with the Subrecipient or subcontractor to provide Work labor or material.
- h. With the exception of the workers compensation insurance, the Subrecipient will add the City as an additional insured to the all insurance policies required under this Agreement.
- i. The Subrecipient will procure all insurances with an endorsement that requires notification to the additional insured prior to any changes or cancellations in coverage.
- j. The Subrecipient will obtain prior approval of the City for any deductibles.
- k. The Subrecipient will procure all insurances from businesses authorized to do business in Texas. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.
- l. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.

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- m. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
  - n. Prior to starting any activities under this Agreement, the Subrecipient will provide the City proof of compliance with all insurance requirements in this Agreement. Proof provided by the Subrecipient to the City must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the City, the Subrecipient will provide the City a complete copy of all insurance policies required under this Agreement.
5. **Indemnification.** TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SUBRECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE RELATED TO THE SUBRECIPIENTS AND/OR THE SUBRECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS CONTRACT.
6. **Release.** To the extent allowed by law, the Subrecipient releases the City and the City's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the Subrecipient while performing any activities related to this Agreement.
7. **Damage to City Property.** The Subrecipient will pay the costs of repairing any damages to City property (including public right of way) caused by the Subrecipient or the Subrecipient's contractors, subcontractors, or agents. The Subrecipient will make payment for any damages within 30 calendar days of receiving an invoice from the City.
8. **Termination.**
- a. Non-Appropriation of Funds by the City. If the City fails to appropriate sufficient funds to carry out the obligations of the City under this Agreement, then the City may terminate this Agreement upon 30 calendar day notice to the Subrecipient.
  - b. Cancellation of Funds by Granting Agency. If the Granting Agency cancels Program Funds, or fails to provide the City with Program Funds, then the City may terminate this Agreement immediately following notification to the Subrecipient.
  - c. For Cause. Either party may terminate this Agreement for cause following a 30 calendar day opportunity to cure. For purposes of this Agreement "for cause" means a failure of a party to perform any obligations under this Agreement or breach of

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any representations and warranties made under this Agreement. If the City terminates this Agreement for cause, then the Subrecipient will pay back to the City all funds disbursed by the City to the Subrecipient under this Agreement.

- d. Application. The City may terminate this Agreement if the City determines that the Subrecipient submitted false or inaccurate information in the Subrecipient application for funds. The Subrecipient will repay to the City any funds received by the Subrecipient under this Agreement in violation of any Granting Agency requirements.
  - e. The Subrecipient may terminate this Agreement by sending to the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the Sub-grant Amount will not accomplish the purposes for which the federal award was made, the City may terminate the Sub-Grant Amount in its entirety.
  - f. Close out. Regardless of the reason or method of termination of this Agreement, the Subrecipient will remain responsible for complying with all close out procedures required under the OMB Requirements and the Program Funding Requirements.
  - g. Termination for convenience. In accordance with 2 CFR Part 200-Appendix II, the City may terminate this Agreement for any reason, upon 15 calendar days' prior written notice to the Subrecipient. The Subrecipient will cease all services upon receipt of notice of termination under this provision. Upon such termination, the Subrecipient will submit a final statement of Allowable Expenses incurred up to the date of termination along with proof of such expenses. Subrecipient will be entitled to any Allowable Expenses incurred up to the date of termination provided that Subrecipient submits all proof and documents required under this Agreement and the Subrecipient is in compliance with all requirements under this Agreement.
9. **Audit and Inspections.** Subrecipient will keep all records related to this Agreement for a period of five (5) years after August 20, 2021. Until termination of this Agreement, Subrecipient will allow the City, the Granting Agency, federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement within seven (7) calendar days from request in order to make audits, examinations, excerpts, and transcripts. The Subrecipient will provide copies to the requesting party of any records requested at the Subrecipient's expense. Further, the Subrecipient will allow timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The Subrecipient will comply with any additional audit requirements listed on the Program Scope.
10. **Liability for Funds.** The Subrecipient will repay to the City any funds that the Subrecipient accepts or disburses under this Agreement in violation of this Agreement, the OMB Requirements, the Program Funding Requirements, or the Granting Agency Requirements.

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11. **Compliance with Federal Regulations.** The Subrecipient will comply with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“**OMB Requirements**”). The Subrecipient understands that Attachment “C” is only a portion of the OMB requirements and that the Subrecipient must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the Subrecipient understands that the City must also comply with the OMB requirements and the City depends on the Subrecipient’s cooperation in order to comply with such OMB requirements. As such, the Subrecipient will perform any obligations reasonably requested by the City that are necessary to ensure that the City complies with the OMB requirements.
- a. In addition, the Subrecipient will comply with all Program Fund requirements listed under Section 5001 of the CARES Act (“**Program Funding Requirements**”). In addition, the Subrecipient will perform any obligations reasonably requested by the City that are necessary to ensure that the City complies with Program Funding Requirements.
  - b. The Subrecipient will also comply with all requirements in Attachment “D”- Granting Agency Requirements.

**Monitoring.** The Subrecipient will allow the City reasonable access to inspect the Subrecipient’s Offices and facilities subject of this Agreement to ensure compliance with local, state, and federal requirements. The City will provide the Subrecipient reasonable notice prior to a visit. Following a visit the City may provide the Subrecipient with a report regarding the findings of the visit. If the City provides the Subrecipient with a report, then the Subrecipient will correct any findings and provide a written response to the City addressing the City’s findings. The City, United States Department of Treasury or their designees shall have a right to access to monitor or request copying, mailing or electronic transmission of Subrecipient’s records. Monitoring reports will include a written report to Subrecipient documenting findings and concerns that will require a written response to the City. An acceptable response must be received by the City within **seven (7) days** from the Subrecipient’s receipt of the monitoring report or audit review letter. Failure of the Subrecipient to take all actions necessary to resolve and close monitoring or audit findings within **thirty (30) days** of the monitoring report or audit review letter shall be considered breach of this Contract. The Director may grant additional time beyond the original due date provided by compliance staff to comply with the terms of this Agreement. Additional time beyond the original due date can only be granted for reasons the Director may judge to be extenuating circumstances.

12. **Post Close out.** As required under the OMB Requirements, the closeout of a Federal award does not affect any of the following:
- a. The right of the Granting Agency or the City to disallow costs and recover from the Subrecipient funds on the basis of a later audit or other review. To the extent

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allowed by the OMB requirements and the Program Funding Requirements, the Subrecipient will repay the City any funds that are determined to be disallowed costs even if performance obligations or work has been completed.

13. **Reversion of Assets.** The Subrecipient will transfer to the City any funds at hand at the time of expiration or termination of this Agreement. The Subrecipient will transfer such funds within 10 calendar days of the expiration or termination of the Agreement.
14. **Protected Health Information.** If applicable by law, the subrecipient will execute a HIPAA Business Associate Agreement attached to this Agreement as Attachment “E”.
15. **Representations and Warranties.** The Subrecipient represents and warrants that all information submitted to the City, including the initial application for funds, is true and correct. Further, the Subrecipient represents and warrants that the Subrecipient is in good legal standing with the laws of the Subrecipient’s state of incorporation, the Subrecipient is legally authorized to perform business in Texas, and the person’s signing the Agreement on behalf of the Subrecipient are authorized to sign this Agreement. If Subrecipient is doing business under an assumed name, a copy of the “Assumed Name Certificate” filed with the El Paso County Clerk shall be submitted to the City prior to the execution of this agreement. The Subrecipient represents that the Subrecipient has not had any allegations or cases made against the Subrecipient related to fraud or bribery including at a criminal, civil, or administrative level. The City represents and warrants that the funds to be made available under this Agreement are to be distributed to Subrecipient as (i) necessary expenditures incurred due to the public health emergency with respect to COVID-19 and (ii) were not accounted for in the budget most recently approved as of March 27, 2020 by the City. The Subrecipient also represents and warrants that any requests for reimbursement submitted by the Subrecipient to the City under this Agreement will be for (i) necessary expenditures incurred due to the public health emergency with respect to COVID-19, and (ii) expenses that have been incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
16. **Additional Requirements.** The Attachments listed on this section and the laws and requirements referenced in the Attachments are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Subrecipient will comply with all laws referenced in the Attachments as well as all the requirements listed in the Attachments incorporated to this Agreement. If there are any conflicts between any Attachment and this Agreement, then the most stringent requirement governs. Further, the parties may exercise any rights afforded under the laws referenced in the Attachments. All laws required under the Attachments to be included as part of this Agreement are incorporated and are considered to be part of this Agreement.
  - a. Attachment “A” - Program Scope
  - b. Attachment “B” - Program Budget
  - c. Attachment “C” - 2 CFR Part 200 Contract Requirements

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- d. Attachment “D” - Granting Agency Requirements
- e. Attachment “E” - HIPAA Business Associate Agreement
- f. Attachment “F” – Budget Reports

17. **Copyrights, Licenses, and Patents.** If this Contract results in a copyrightable material, the City’s approval must be obtained to copyright the work. Additionally, the City reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any discovery or invention arising out of or developed in the course of the services aided by this Agreement shall be promptly and fully reported to the City for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest. Nothing in this Section relieves the contractor from complying with the OMB Requirements regarding intellectual property.

18. **General Provisions.**

- a. **Subcontracting.** Unless allowed under the Program Scope, the Subrecipient may not subcontract any activities under this Agreement without the prior written consent of the City.
- b. **Definitions/Recitals.** A defined term under this Agreement appears in **bold face** print when first defined. All Recitals in this Agreement are incorporated into and made a part of this Agreement.
- c. **Discrimination Prohibited.** Subrecipient shall comply with all laws prohibiting discrimination as further specified in Program Scope and the applicable local, state and federal requirements. Subrecipient must file the assurance required under City of El Paso Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Agreement. Subrecipient covenants that during the term of this Agreement, the Subrecipient, its associates, officers, board or committee members, and/or employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City.
- d. **Compliance with Laws.** Subrecipient will comply with all applicable laws while performing activities under this Agreement. Subrecipient will obtain all licenses and pay all fees or other charges that may be required to perform the activities under this Agreement, if applicable.
- e. **Subrecipient’s Composition.** Subrecipient shall notify the City in writing within thirty (30) calendar days in the event of any change in Subrecipient’s ownership, organization, control and management, and non-profit tax status. Subrecipient shall, at least annually, submit to the City a list of its current membership and board

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of directors with their appropriate titles. The City reserves the right to terminate this Agreement if the composition of the Subrecipient's organization changes in a manner that would make the Subrecipient ineligible for funds under program requirements.

- f. Independent Contractor Relationship. Nothing in this Agreement creates and employer employee relationship between the parties. The City is not subject to any obligations or liabilities of the Subrecipient incurred in the performance of this Agreement.
- g. Confidentiality. The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Subrecipient agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- h. Successors and Assigns. This Agreement is binding on the City and the Subrecipient, and the Subrecipient's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- i. Venue. This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining this Agreement is in El Paso County, Texas.
- j. Governing Law. This Agreement is governed by Texas law.
- k. Captions. The captions of this Agreement are for information purposes only, and in no way affect the substantive terms or conditions of this Agreement.
- l. Severability. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
- m. Notices. The parties will send all notices required or allowed under this Agreement, in writing and by certified mail or in person, to the addresses described in this Section. All notices are deemed received on the date of delivery in person or 3 calendar days following the postmark date on the notice.
- n.

To the City: Community and Human Development Department  
Attn: Grants Administration  
801 Texas Ave., 3<sup>rd</sup> Floor  
El Paso, Texas 79901

With a Copy to: City of El Paso  
Attn: City Manager  
300 N. Campbell St.  
El Paso, Texas 79901

Subrecipient: Family Endeavors, Inc.  
Attn: Chip Fulghum, Chief Operating Officer  
6363 DeZavala Rd.

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Either party may change the address above by sending written notification to the other party.

- o. No third party beneficiaries. This Agreement is entered for the benefit of the City and the Subrecipient only. No third party has any rights to enforce any obligations or rights under this Agreement.
- p. Governmental Function. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- q. Entire Agreement. This Agreement constitutes the entire agreement by the parties.
- r. Time of the Essence. Time is of the essence with respect to the rights and obligations of the parties as described herein.

[Signature page for the City of El Paso]

CITY OF EL PASO:

\_\_\_\_\_  
 Tomás González  
 City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
 Omar De La Rosa  
 Assistant City Attorney

\_\_\_\_\_  
 Nicole Ferrini, Director  
 Community & Human Development Dept.

Acknowledgment

**THE STATE OF TEXAS** §  
 §  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

For Internal use only

Program Year:  
 Program Name:  
 Grant Type:  
 CFDA#:  
 Matter # / Document # / Subrecipient Name / Attorney Initials

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

[Signature page for Subrecipient]

SUBRECIPIENT:

\_\_\_\_\_  
Name: Chip Fulghum

Title: Chief Operating Officer

Acknowledgment

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Chip Fulghum, as Chief Operating Officer of Family Endeavors, Inc.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

**ATTACHMENT “A”  
Program Scope**

**[DEPARTMENT]**

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

**ATTACHMENT “B”  
Program Budget**

{DEPARTMENT}

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

**ATTACHMENT “C”**  
2 CFR Part 200 Contract Requirements

**[CITY ATTORNEY’S OFFICE]**

**[Insert Appendix II of 2 CFR Part 200]**

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

**ATTACHMENT “D”**  
Granting Agency Requirements

[City Attorney’s to provide for treasury]  
[Department to provide for all other programs]

[Insert all of Section 5001 of the CARES Act and Treasury Guidance. Statement providing that Treasury Guidance is subject to change. Any changes to the treasury guidance will be treated as part of this Agreement]

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials



**ATTACHMENT “E”**  
HIPAA Business Associate Agreement

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

**Attachment “F”**  
**[Department to provide only if needed.]**

**For Internal use only**

Program Year:

Program Name:

Grant Type:

CFDA#:

Matter # / Document # / Subrecipient Name / Attorney Initials

## Attachment A: Program Scope

**Program Name:** Inspira Hotel

**Subrecipient:** Family Endeavors, Inc.  
6363 DeZavala Rd.  
San Antonio, Texas 78249

The City has determined that this Agreement is a necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). The Subrecipient is responsible for ensuring that each actual expenditure of funds addresses emergency individual needs due to the public health emergency with respect to COVID-19 and will help lessen the risk that individuals who have been affected economically by COVID-19. The City finds that the funds under this Agreement are aimed at responding, preventing, and preparing for the impacts of COVID-19 by ensuring that essential shelter providers in our community have the capacity to respond to the increased need for shelter services. The need for increase capacity is a direct result of the safety measures implemented by El Paso City and County Health Authority. The Health Authority released a public health order on April 3, 2020 and revised it on July 27, 2020 requiring homeless service providers to follow strict safety measures in their facilities. Measures such as social distancing reduced the capacity of community shelters to provide adequate and safe assistance. Expenses incurred under this contract will provide additional shelter capacity and ensure persons seeking services have access to COVID-19 screening, isolation and testing.

Subrecipient will be responsible for ensuring that the expenditure of funds comply with Section 5001 of the Coronavirus Aid Relief Fund Program and the guidance and regulations issued by the United States Department of Treasury. This Program Scope is attached to and made part of the Subrecipient Agreement (the "Agreement") between the City of El Paso (the "City") and Subrecipient and shall be according to the following terms and conditions:

1. **Use of the Funds.** Subrecipient will provide temporary shelter services to eligible clients experiencing homelessness and during the COVID-19 health crisis. Services provided will adhere to the guidance provided by the Local Health Authority. Subrecipient will provide access to safe and sanitary shelter, food, daily living supplies, supportive services, and quarantine rooms for clients who have tested positive for COVID-19. Subrecipient will operate the Hotel and will monitor all clients receiving services. Subrecipient will provide three meals a day to each client and will assist clients access a shelter or a permanent housing placement as appropriate following the quarantine period needed. Subrecipient shall provide temporary shelter to eligible clients for period of 14 calendar days with the flexibility to extend client's stay time at the Hotel for a period not to exceed thirty 30 calendar days based on client's need and case manager recommendations. **Case management services will be provided by Project Amistad's Case Managers or other City approved case management services provider.** Services provided under this Agreement shall be provided only to eligible clients who are unable to access a shelter or other emergency housing option. Clients served under this Agreement shall be referred to the Inspira Hotel by Project Amistad or a City approved case management services provider. Clients shall present a client referral form issued by a case management services provider to be eligible for admission to the Inspira Hotel. **Subrecipient shall not provide services under this Agreement to any client(s)**

**who have not been referred to the Inspira Hotel by Project Amistad or a City-approved case management service provider, or those who are unable to present a client referral form.** Bi-weekly reports will be provided to the City of El Paso with information relating to clients provided shelter in the Inspira Hotel. Reports shall include number of clients served, name of Justice involved (if applicable) and the length of time for which temporary shelter was provided to each client. Funds under this Agreement will be used to pay for allowable expenses, which include rent, salaries, security, disinfecting services, purchase of food, purchase of equipment and supplies, and other expenses as further specified on the Program Budget. Subrecipient shall provide City staff proof of payment for all allowable expenses listed on this agreement (invoices, bids, quotes, etc.). Subrecipient must adhere to the City of El Paso's procurement policies and requirements. **Subrecipient shall provide services listed under this Agreement for a period that begins on May 15, 2021 and ends on August 20, 2021. Services will be provided for a minimum of 97 calendar days within the service period above-mentioned. If necessary, the Director of Community and Human Development will have the authority to extend the term of this Agreement.**

**Exit Plan.** Subrecipient shall develop and provide the City of El Paso with a plan to exit the Hotel as clients housed at the Hotel move into suitable and permanent housing options through case management services provided by the Project Amistad. Subrecipient shall schedule a gradual drawdown of the rooms occupied by clients served over the last 60 calendar days of the Agreement. All clients served shall exit into permanent, suitable housing options. **Subrecipient shall provide the City with bi-weekly reports that include the following information: a) client census, b) length of stay for each client, c) plan of exit for each client and d) number of persons who are justice involved. The Subrecipient shall also meet bi-monthly with the City of El Paso, County of El Paso, Project Amistad and other community service providers as necessary to review performance reports showing the current population at the Inspira Hotel and to review the progress of targeted activities described under this Agreement.**

2. **Program Budget.** Services provided under this Agreement shall be provided within the monetary limits contained in Attachment B, "Program Budget".
3. **Outcome Statement.** At least 100 eligible clients (100 eligible households) will have availability and accessibility to a suitable living environment through the provision of temporary shelter and supportive services. **Subrecipient will provide services to 100% of eligible clients housed at the Hotel and will measure outcomes of this Program using data collection and reports. 100% of clients served under this Agreement shall exit into suitable and appropriate housing options within the period of time allowed in this Agreement.** Subrecipient will provide at least 11,900 Units of Service under this Agreement. For purposes of this Agreement, a Unit of Service equals one (1) 24-hour stay in the hotel. The Outcome Statement and Units of Service constitute the performance target for this Agreement. In no event shall compensation to the Subrecipient exceed the lesser of Subrecipient's costs attributable to the work performed as stated herein, or the sum of **\$ 850,000.00.**
4. Beneficiaries of the services are those that meet all of the following requirements:
  - a. Individuals experiencing homelessness within El Paso City Limits; and

- b. Individuals who meet the “presumed benefit” criteria under CDBG regulations for "Presumed Benefit" criteria.

Subrecipient shall maintain records of documentation establishing that this service is used by eligible clients who are Homeless -Within El Paso City Limits.

Subrecipient shall maintain complete Program files and the following documentation for each client served under this Agreement. Program files must be updated at least once every 12 months and made available to the City, HUD monitors and its designees upon request:

- a. All applicable policies and procedures followed by the Subrecipient to perform the services described under this Agreement
- b. A fully completed Presumed Benefit Eligibility Certification, Attachment G-1, for each client and a fully completed Documentation of Homelessness form, Attachment G, and a Client Referral Form issued by Project Amistad case managers for all clients admitted to the Inspira Hotel under this Program. Additions to these forms are permitted.

To accomplish this eligibility, Subrecipient shall maintain in each client’s file a completed Documentation of Homelessness form Attachment G and Presumed Benefit Form Attachment G1 as included in this contract and other applicable documentation of homelessness records as specified in Attachment A-1 Homeless Definition. The Documentation of Homelessness form for each client must be made available to monitors upon request, along with all applicable policies and procedures followed by the Subrecipient to perform the services described under this Contract.

- 5. **Program Income.** When applicable, Program Income generated shall only be used by Subrecipient to provide payment for eligible Program expenses for services in accordance with this Agreement. If Subrecipient generates Program Income for a project only partially assisted by the City, such income is prorated to reflect the actual percentage of Program Income attributable to the City’s portion of the Project. The City’s share of Program Income shall be reported on a monthly basis and shall be shown on the monthly Reimbursement Request Report as a deduction from the Subrecipient’s reimbursable expenses for the month.
- 6. **Reports.** Subrecipient shall submit to the City monthly reports by the 20<sup>th</sup> day of each month for the duration of this Agreement. The close-out report shall be submitted 10 calendar days after the date of termination of this Agreement. Other required reports shall be submitted as noted.

- Attachment F1: Reimbursement Report
- Attachment F2: Excel Supporting Worksheet
- Attachment F3: Employee Bi-weekly Time Sheet
- Attachment F4: Employee Monthly Time Report
- Attachment F5: Monthly Report
- Attachment F5-1: Ethnicity Report
- Attachment F6: Budget Revision Report
- Attachment F7: Units Revision Report

Attachment F8: Outcome Report

Attachment F9: Performance Revision Report

Attachment G: Documentation of Homelessness Form (to be kept on file)

Attachment G1: Presumed Benefit Form (to be kept on file)

No additional compensation will be given for exceeding performance targets of this Agreement. The City's Department of Community and Human Development shall make a determination on whether or not services are being satisfactorily provided. All required reports shall be submitted to the City in accordance to this Agreement.

7. **Accounting Records.** Accounting records required to be maintained in the Subrecipient's files in relation to the requisition for payment under this Agreement include, but are not limited to:

- a. Balance sheet (both monthly and year to date), submitted annually;
- b. Income Statement, as applicable;
- c. General Ledger, as applicable;
- d. Payroll Check Register, as applicable; and
- e. Spreadsheet detailing amounts requested for reimbursement.

8. **Program Budget Revisions and Transfer of Funds.** Subrecipient may make **transfers of funds** between or among budget categories as contained in Budget, subject to the approval of the Director, provided that:

- a. The dollar amount of all transfers among existing categories is equal to or less than twenty percent (20%) of the total amount of this Agreement;
- b. The transfer of funds will not change the scope or objective of the Program funded under this Agreement;
- c. Subrecipient must submit Budget Revision Report to the City simultaneously with the submission of Subrecipient's monthly Reimbursement Request Report.

Subrecipient may request **budget revisions** to the Budget, subject to the approval of the Director, provided that:

- a. The dollar amount of all transfers among existing categories above twenty percent (20%) of the total amount of this Agreement does not change the scope or objective of the Program funded under this Agreement;
- b. New Budget categories requested do not change the scope or objective of the Program funder under this Agreement; and
- c. Subrecipient submits Budget Revision Request along with supporting documentation explaining the need for a Budget revision.

The City shall have access to review the financial status of the Subrecipient's Program under this Agreement upon request. If the City determines that unexpended funds are present, the Budget may be adjusted to remove such amounts.

**9. If there is any conflict between this Attachment and the Agreement, then the most stringent terms will govern.**

## Community Development Block Grant Program Project Budget Income Summary

Agency Name: \_\_\_\_\_ Project Name: \_\_\_\_\_  
 List all sources of funding that will support your proposed project. Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email	Budget Year 2020-2021
<b>US Dept of Housing &amp; Urban Development (HUD)</b>		
City of El Paso: CDBG Social Services		
City of El Paso Treasury - CV		
City of El Paso- County of El Paso (Treasury Funds)	Dept. of Comm. And Human Development, City of El Paso	\$ 850,000.00
City of El Paso: ESG-CV		
City of El Paso: Emergency Shelter Grant (ESG)		
State of Texas: Emergency Shelter Grant (ESG)		
Section 108 Loan Guarantee		
HOME Investment Partnerships Grant		
Housing for People with AIDS (HOPWA)		
Appalachian Regional Commission		
<b>Other Federal Funds (please itemize)</b>		
<b>Other State &amp; Local Government Funds (please itemize)</b>		
<b>Private Funds (please itemize)</b>		
<b>Total Project Income</b>		<b>\$ 850,000.00</b>





**Community Development Block Grant Program  
Project Budget -- Supporting Schedule 1: Salaries**

**Agency Name:** \_\_\_\_\_

**Project Name :** \_\_\_\_\_

Position Title	Total Project Budget				COVID-19 Relief Budget	
	FTE	Months Employed	Avg Monthly F/T Salary	Total Cost	% Allocated to COVID-19	COVID-19 Request
<b>Positions Funded Through COVID-19 Relief</b>						
<b>Total Funded Salaries</b>	0.00			\$ -		\$ -
<b>Positions Not Funded Through COVID-19 Relief</b>						
<b>Total Non-Funded Salaries</b>	0.00			\$ -		\$ -
<b>Total Salaries</b>	0.00			\$ -		\$ -

**Community Development Block Grant Program  
Project Budget Supporting Schedule 2: Employee Benefits**

**Agency Name:** \_\_\_\_\_

**Project Name :** \_\_\_\_\_

You must include expenses for all staff that will work on the project.

The total on this page must correspond to the total on the Expense Summary.

Payroll-based Costs	Total Project Budget			COVID-19 Relief Budget	
	Benefit Rate	Salary Base	Total Cost	% Allocated to COVID-19	COVID-19 Request
FICA Taxes		\$ -			\$ -
Worker's Compensation					\$ -
Unemployment Insurance					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost	% Allocated to COVID-19	COVID-19 Request
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Other Benefits (please itemize)	Basis for Estimate		Total Cost	% Allocated to COVID-19	COVID-19 Request
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Benefits</b>			\$ -		\$ -







**COVID-19 COMMUNITY RESPONSE + RECOVERY CARES ACT FUNDS  
PUBLIC SERVICES FUNDING  
UNIT OF SERVICE DATA**

AGENCY LEGAL NAME:  
(AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE:

Please provide your definition of the Unit of Service to be provided by the project.  
Unit will be a 24 hours stay in the hotel. Projected units of service will be 11,900.

How did you arrive at the number of units for the project and for DCHD? Please describe the rationale or formula used to determine the total number of units of service and the number delivered for DCHD for this project.

At least 100 eligible clients will have availability and accessibility to Inspira over a 119 day period  
100 Clients X 119 Days = 11,900 Units of Service

Budget Year FYE20	COVID-19 Portion	Total Project
Number of units of service delivered	11,900	11,900
Cost to deliver these units (project cost)	\$850,000.00	\$850,000.00
Cost per unit of service (divide project cost by units)	\$71.43	\$71.43
Number of unduplicated clients to be served	100	100
Percent of overall clients to be reported to DCHD	100%	100%

# Public Services Application: Site Breakdown for Multi-Site Projects

**Agency Name: Opportunity Center for the Homeless**

**Project Name:**

#	Name of Site (Activity)* (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	COVID-19 Funds Line Item***	COVID-19 Funds Total See **	Outside Funds See **	Total Site Cost	COVID-19 Clients See **	COVID-19 Units See **
1		7815 N Mesa El Paso, TX 79932						
	Line item 1 (ex. Salaries)	1390 George Dieter Dr #140, El Paso, TX 79936						
	Line Item 2							
	Line Item 3							
	Line Item 4							
2								
	Line item 1 (ex. Salaries)							
	Line Item 2							
	Line Item 3							
	Line Item 4							
3								
	Line item 1 (ex. Salaries)							
	Line Item 2							
	Line Item 3							
	Line Item 4							
4								
	Line item 1 (ex. Salaries)							
	Line Item 2							
	Line Item 3							
	Line Item 4							
5								
	Line item 1 (ex. Salaries)							
	Line Item 2							
	Line Item 3							
	Line Item 4							
6								
	Line item 1 (ex. Salaries)							
	Line Item 2							
	Line Item 3							
	Line Item 4							
7								
	Line item 1 (ex. Salaries)							
	Line Item 2							
	Line Item 3							
	Line Item 4							
	<b>Total</b>			\$0	\$0	\$0	0	0