

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

This Subrecipient Agreement (“**Agreement**”) is made on \_\_\_\_\_, 2020 (“**Effective Date**”) and is between the County of El Paso, a political subdivision of the State of Texas (the “**County**”) and the El Paso Community Foundation, a Texas nonprofit corporation (“**Subrecipient**”). Subrecipient and County 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 Agreement.

**WHEREAS**, Coronavirus Disease 2019 (“**COVID 19**”) is a virus identified as the cause of an outbreak of respiratory illness detected in the United States; and

**WHEREAS**, By March 13, 2020, after the Centers for Disease Control affirmed COVID-19 as a global pandemic, the President of the United States, the Governor of Texas and both the El Paso County Judge and Mayor of El Paso locally, declared the COVID-19 pandemic as a disaster in their respective overlapping jurisdictions; and

**WHEREAS**, by the end of March, 2020 the Governor of Texas, both the El Paso County Judge and Mayor of El Paso locally, further ordered, 1) all persons to maintain a distance of six feet from all other persons not living in the same dwelling; 2) all persons to remain at home unless it is necessary to conduct essential business like purchasing groceries or medicines and obtaining other essential services like banking and home repair; and 3) all non-essential businesses to close to avoid gatherings of more than ten people within six feet of one another, like restaurants, bars, sporting arenas, movie theaters; and

**WHEREAS**, these orders, while having a positive effect of slowing the rate of transmission of COVID-19, adversely affected businesses and the workforce in El Paso County. For some that meant business and living expenses would continue to mount up without any revenue, income or wages to pay them; and

**WHEREAS**, within a very short timeframe, the local food banks reported extremely large increases in requests for food and other assistance; and

**WHEREAS**, COVID-19 has created both a public emergency and a public exigency for those required to close businesses, stop working, and remain at home to avoid spread of the COVID-19 virus. Many of those remaining at home to deter the spread of COVID-19 have lost part of their income; others have lost not only their jobs but also the ability to seek other employment. These events may become an emergency if they result in inadequate funds for food, medicine, rent, utilities and other necessary items; and

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**WHEREAS**, the County received funds from the Coronavirus Aid, Relief and Economic Security Act (“**CARES Act**”) administered by the United States Department of Treasury (“**Granting Agency**”) for the Coronavirus Relief Fund program (“**Program Funds**”); and

**WHEREAS**, because of the large insertion of funding and a short time-frame for planning how to distribute the funds, setting up the criteria for distribution and implementing the plan, the County is in need of seeking assistance from the Subrecipient that has implemented such operations for previous disasters and has the infrastructure for the distribution of emergency financial assistance to eligible County residents; and

**WHEREAS**, the County intends to forgo a competitive procurement as justified pursuant to 2 C.F.R. § 200.320(f) because the competitive solicitation requirement will cause unnecessary delay. Waiting for the completion of a competitive procurement would greatly increase the time to respond to the urgent needs of the residents for assistance and the need for instant new government programs. A noncompetitive procurement to provide assistance to those suffering from the secondary effects of this infection on the community at large, which are devastating the finances and health and safety of the entire population of the region, is appropriate; 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 County of El Paso; and

**WHEREAS**, the expenditures under this Agreement will be incurred during the period that begins on March 1, 2020, and ends on December 1, 2020.

**WHEREAS**, the County finds that the expenditures under this Agreement are incurred due to the public health emergency and to provide economic support to El Paso County residents that are suffering from employment or business interruptions due to COVID-19 related business closures; and

**WHEREAS**, the County finds that the funds distributed under the Program Scope of this Agreement, attached hereto as *Attachment A* and made a part hereof for all purposes (the “**Program Scope**”) are necessary expenditures to address emergency individual needs in the reasonable judgment of the County and are consistent with the CARES Act; and

**WHEREAS**, the provisions in this Agreement ensure that the Program Scope maintains the 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; and

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**WHEREAS**, the Granting Agency has approved Program Funds to be used to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency to assist such individuals with payment of emergency individual needs; and

**WHEREAS**, the Program Scope follows the requirements of the Granting Agency regarding emergency financial assistance.

The Parties agree as follows:

1. **Funding Amount. Payments by County.** Subrecipient will be compensated in two distributions: 50% of available funds or \$250,000 payable within ten (10) days of execution of the Agreement (“**First Disbursement**”); 50% of available funds or \$250,000 payable no later than August 1, 2020 (“**Second and Final Disbursement**”). Payment will be made on the expectation of actual Allowable Expenses paralleling the performance target specified in the Program Scope. Subrecipient’s expenditures must be proportional to services provided. All line items reported and requested must reconcile with the corresponding line item in the Subrecipient’s general ledger accounts, on a current basis, and with year to date balances. Allowable Expenses will be approved by the County and may be withheld if such requests or backup materials are deemed to be inaccurate, unreasonable, or inadequate. For purposes of this Agreement, the term “**Allowable Expenses**” means any expenses eligible for reimbursement under federal, state, and local laws, such as the OMB Requirements, Program Funding Requirements, and Granting Agency Requirements (all as hereinafter defined), applicable to the Program Funding and/or requirements by the Granting Agency. Subrecipient acknowledges and agrees that Allowable Expenses may change over time in accordance to Granting Agency clarifications and regulations. The County agrees to provide the Subrecipient with any changes to Granting Agency requirements and regulations and the Subrecipient will verify federal regulations and consult with the County for any questions regarding what expenses constitute Allowable Expenses. The County may withhold the Second and Final Disbursement from the Subrecipient if the Department director reasonably believes that the Subrecipient has not complied with all obligations under this Agreement, the Subrecipient has breached any representations and warranties, the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, the Subrecipient has not met all Granting Agency requirements, the expenses are not considered allowable expenses under Granting Agency regulations or federal, state or local laws, the expenses have not been incurred, or that any proof of expenses provided by the Subrecipient are not adequate. The Subrecipient will repay to the County any amounts received by the Subrecipient that are not allowed under this Agreement, the OMB Requirements, the Program Fund Requirements, or the Granting Agency Requirements only as expressly provided in Section 2 hereof.

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**Program Scope.** Subrecipient will comply with all the requirements and deadlines described in the Program Scope. The Subrecipient will be responsible for repaying the County any funds that the Subrecipient expends in violation of any provisions under this Agreement, including the OMB Requirements, the Program Fund Requirements, and the Granting Agency Requirements but only to the extent specifically provided in this Section 2 or in the Program Scope. Notwithstanding any provision to the contrary herein, the Subrecipient will not be liable for the repayment of any funds (i) that were distributed in accordance with Program Fund Requirements in effect and provided to the Subrecipient by the County as of the date of distribution; or (ii) 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 County, notification by the Granting Agency, or actual knowledge by the Subrecipient that the Program Scope has been disallowed. Upon a change in the Program Fund Requirements in effect as of the date hereof, the Subrecipient will be liable for repaying any funds in violation of the revised Program Fund Requirements provided (i) it has received notification from the County of any change in Program Fund Requirements that would render said funds in violation of said requirements or (ii) actual knowledge by the Subrecipient that the Program Scope or a particular expense provided therein has been disallowed by the Program Fund Requirements.

3. **Term.** Unless terminated sooner as allowed under this Agreement, this Agreement commences on the Effective Date and terminates December 1, 2020.
4. **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. The items set forth in the Program Budget are hereby accepted as Allowable Expenses and shall be used in accordance with the Program Scope. The County shall immediately notify Subrecipient if any item provided in the Program Budget is no longer acceptable as an Allowable Expense. The Subrecipient will obtain the advance written approval of the County’s 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 County determines that unexpended funds are present, then the County may adjust the Sub-grant Amount to remove such amounts at the County’s discretion.
5. **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 in the minimum amounts of \$1,000,000 per occurrence for bodily injury, wrongful death and property damage. Subrecipient will provide liability insurance that provides railroad protective liability insurance

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in the amount of \$1,000,000 Bodily Injury and/or 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. With the exception of the workers compensation insurance, the Subrecipient will add the County as an additional insured to the all insurance policies required under this Agreement.
  - d. The Subrecipient will procure all insurances with an endorsement that requires notification to the additional insured prior to any changes or cancellations in coverage.
  - e. The Subrecipient will obtain prior approval of the County for any deductibles.
  - f. 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 County may reject an issuer of an insurance policy in the County's sole discretion.
  - g. 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 County, their elected and appointed officials, officers, agents or employees.
  - h. 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.
  - i. Prior to starting any activities under this Agreement, the Subrecipient will provide the County proof of compliance with all insurance requirements in this Agreement. Proof provided by the Subrecipient to the County must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the County, the Subrecipient will provide the County a complete copy of all insurance policies required under this Agreement.
6. **Indemnification**. TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT THE SUBRECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE COUNTY AND THE COUNTY'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.

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7. **Release.** To the extent allowed by law, the Subrecipient releases the County and the County'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.
  
8. **Damage to County Property.** The Subrecipient will pay the costs of repairing any damages to County 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 County.
  
9. **Termination.**
  - a. Non-Appropriation of Funds by the County. If the County fails to appropriate sufficient funds to carry out the obligations of the County under this Agreement, then the County may terminate this Agreement upon 30 calendar day notice to the Subrecipient.
  - b. 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 any representations and warranties made under this Agreement. If the County terminates this Agreement for cause, then the Subrecipient will pay back to the County all funds disbursed by the County to the Subrecipient under this Agreement but only to the extent provided in Section 2 hereof.
  - c. The Subrecipient may terminate this Agreement without cause by sending to the County 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 County 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 County may terminate the Sub-Grant Amount in its entirety.
  - d. 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 Fund Requirements. This close-out period may extend beyond the term of this agreement.
  
10. **Audit and Inspections.** Subrecipient will keep all records related to this Agreement for a period of three years after December 30, 2020. Until termination of this Agreement, Subrecipient will allow the County, the Granting Agency, federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably related to this Agreement within three calendar days from request in order to make audits, examinations, excerpts, and transcripts. The Subrecipient will provide copies to the requesting party of

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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. Subrecipient 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 Agreement. Records maintained by the Subrecipient will, at a minimum, identify the supporting documentation prepared by the County to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

11. **Liability for Funds**. The Subrecipient will repay the County 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 but only to the extent provided in Section 2 hereof.

**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 County must also comply with the OMB requirements and the County 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 County that are necessary to ensure that the County complies with the OMB requirements. In addition, the Subrecipient will comply with all Program Funds requirements listed under Section 5001 of the CARES Act (“**Program Fund Requirements**”). In addition, the Subrecipient will perform any obligations reasonably requested that are necessary to ensure that the County complies with Program Fund Requirements. The Subrecipient understands that *Attachment D* - Granting Agency Requirements is only a portion of the Program Fund Requirements and that the Subrecipient must refer to Section 5001 of the CARES Act for additional requirements.

12. **Monitoring**. The Subrecipient will allow the County reasonable access to inspect the Subrecipient's offices and facilities subject of this Agreement to ensure compliance with local, state, and federal requirements. The County will provide the Subrecipient reasonable notice prior to a visit. Following a visit the County may provide the Subrecipient with a report regarding the findings of the visit. If the County provides the Subrecipient with a findings report, then the Subrecipient will correct any findings and provide a written response to the County addressing the County's findings.

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13. **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 County to disallow costs and recover from the Subrecipient funds on the basis of a later audit or other review. To the extent allowed by the OMB requirements and the Program Fund Requirements and only to the extent provided in Section 2 hereof, the Subrecipient will repay the County any funds that are determined to be disallowed costs even if performance obligations or work has been completed.
14. **Reversion of Assets.** The Subrecipient will transfer to the County any funds at hand at the time of expiration or termination of this Agreement. The Subrecipient will transfer such funds within ten calendar days of the expiration or termination of the Agreement.
15. **Representations and Warranties.** The Subrecipient represents and warrants that all information submitted to the County, 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 County 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 County represents and warrants that the funds to be made available under this Agreement are to be distributed to Subrecipient as (i) necessary expenditures to address emergency individual needs 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 County. The Subrecipient also represents and warrants that any requests for reimbursement submitted by the Subrecipient to the County under this Agreement will be for (i) necessary expenditures to address emergency individual needs 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 1, 2020.
16. **Additional Requirements.** The attachments listed on this section are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Subrecipient will comply with the requirements of all of the attachments incorporated to this Agreement. If there are any conflicts between any attachment and this Agreement, then the most stringent requirement governs.
- a. Attachment "A" - Program Scope
  - b. Attachment "B" - Program Budget

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- c. Attachment “C” - 2 CFR Part 200 Contract Requirements
- d. Attachment “D” - Granting Agency Requirements
- e. Attachment “E”- Required Subrecipient Information
- f. Attachment “F”- Certification Regarding Debarment, Suspension, Ineligibility
- g. Attachment “G”- Certification for Disclosure of Lobbying Activities

**17. Copyrights, Licenses, and Patents.** If this Agreement results in a copyrightable material, the County’s approval must be obtained to copyright the work. Additionally, the County 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 County 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 Subrecipient 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 County.
- b. Definitions. A defined term under this Agreement appears in **bold face** print when first defined.
- 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. 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 County or have any contractual relationship with the County.
- 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 County 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

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shall, at least annually, submit to the County a list of its current membership and board of directors with their appropriate titles. The County 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 County is not subject to any obligations or liabilities of the Subrecipient incurred in the performance of this Agreement.
- g. Confidentiality. The County 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 County 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 County 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 three calendar days following the postmark date on the notice.

To the County: COUNTY OF EL PASO  
Attn: Ricardo A. Samaniego, County Judge  
500 E. San Antonio  
El Paso, Texas 79901

With a Copy to: Irene G. Valenzuela, Executive Director  
Community Services Department  
6314 Delta Drive  
El Paso, Texas 79905

Subrecipient: EL PASO COMMUNITY FOUNDATION

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Attn: Richard Eric Pearson, President/CEO  
333 N. Oregon, 2<sup>nd</sup> Floor  
El Paso, Texas 79901

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

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

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[Signature page for the County of El Paso]

COUNTY OF EL PASO:

\_\_\_\_\_  
Ricardo A. Samaniego  
County Judge

APPROVED AS TO LEGAL FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Christina R. Sanchez  
Assistant County Attorney

\_\_\_\_\_  
Irene G. Valenzuela, Executive Director  
Community Services Department

#### Acknowledgment

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by **Ricardo A. Samaniego**, as **County Judge** of the **County of El Paso, Texas**.

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

**My commission expires:**

\_\_\_\_\_

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[Signature page for Subrecipient]

SUBRECIPIENT:

\_\_\_\_\_  
Name: Richard Eric Pearson  
Title: President/CEO

Acknowledgment

THE STATE OF \_\_\_\_\_ §  
                                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by Richard Eric Pearson, as President/CEO of El Paso Community Foundation.

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

My commission expires:

\_\_\_\_\_

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**ATTACHMENT “A”**  
**Program Scope**  
**Attachment A: Program Scope**

**Subrecipient:** **El Paso Community Foundation**  
**333 N. Oregon St., 2<sup>nd</sup> Floor**  
**El Paso, TX 79901**

This Program Scope is attached to and made a part of the Subrecipient Agreement (the “Agreement”) between the County of El Paso (the “County”) and Subrecipient dated June \_\_\_, 2020 and shall be according to the following terms and conditions:

1. **Description of Services.** The County will distribute funds to Subrecipient, for use by its Community Assistance Fund (the “Fund”) so that direct emergency financial assistance is provided to address emergency individual needs and support vulnerable County residents who have not received timely or sufficient government relief funds to sustain their household and are faced with the possibility of homelessness, hunger and ill health. The County 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) and will help lessen the risk of exposure to COVID-19 for low-income families who have been affected economically by 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 low-income families who have been affected economically by COVID-19 will take actions that increase their exposure to COVID-19 and exacerbate the public health crisis in the County. The Subrecipient will be responsible for ensuring that the expenditure of funds complies with the CARES Act and the guidance and regulations issued by the United States Department of Treasury (“Treasury Department”); provided, however, the County will immediately inform Subrecipient of any changes to said guidance or regulations issued by the Treasury Department in effect as of the date hereof. The Subrecipient will immediately cease any activities or distribution of funds that the Treasury Department or the County identifies as ineligible expenses. As more fully described in the Agreement, the Subrecipient will be responsible for paying back to the County any funds that were disbursed in violation of the CARES Act or the Treasury Department guidance or regulations that had been provided by the County to Subrecipient; provided, however, Subrecipient shall not be responsible for repayment of funds if such funds were distributed in accordance with Treasury Department guidance and regulations in effect and provided to Subrecipient by the County as of the date of distribution. As of the effective date, the Parties agree that the uses and methods allowed in this Program Scope are not prohibited under the CARES Act, guidance or regulations from the Treasury Department, or 2 CFR Part 200.

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2. **Outcome Statement.** The goal is to provide gap assistance to at least 450 individuals and families at or below 80% area median income (“AMI”) in El Paso, Texas, which is agreed to be as established by the United States Department of Housing and Urban Development as follows:

		Persons in Family							
FY 2020 Income Limit Area	FY 2020 Income Limit Category	1	2	3	4	5	6	7	8
<b>El Paso, TX HUD Metro FMR Area</b>	<b>Very Low (50%) Income Limits (\$)</b>	20,650	23,600	26,550	<b>29,450</b>	31,850	34,200	36,550	38,900
	<b>Extremely Low Income Limits (\$)*</b>	12,760	17,240	21,720	<b>26,200</b>	30,680	34,200*	36,550*	38,900*
	<b>Low (80%) Income Limits (\$)</b>	<b>33,000</b>	<b>37,700</b>	<b>42,400</b>	<b>47,100</b>	<b>50,900</b>	<b>54,650</b>	<b>58,450</b>	<b>62,200</b>

3. **Beneficiary Qualifications.** Beneficiaries of the services provided hereunder must be (i) a resident of the County of El Paso, (ii) at or below 80% AMI and (iii) suffering from employment or business interruptions due to COVID-19 related business closures or in need of emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency. The County recognizes that Subrecipient shall engage with nonprofit advisors, including without limitation, members of the Coalition for the Common Good, to establish a point system for evaluating eligible households and to ensure funds are distributed in accordance with the Agreement.

4. **Eligibility Documentation.** The following documentation is agreed by the County to be acceptable proof of eligibility. The County agrees that the Self-Certification Letter, in the form attached hereto as Attachment A-1 and made a part hereof (the “ Self Certification Letter”), will be sufficient to determine eligibility for use of funds and under Section c hereof. Any revisions to the Self Certification letter shall require approval by the County’s Executive Directive of Community Services or her designee.

- a. Proof of Residency in the County of El Paso.
  - i. Valid driver’s license; **or**
  - ii. Government-issued identification card; **or**
  - iii. U.S. or international passport/immigration card **and** current utility bill or cellphone bill with name and address or official government or lending institution correspondence, directly addressed to applicant with applicant’s name and current address; **and**
  - iv. Proof of current address (if identification does not reflect the current address).

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- b. Household income in the 30 days prior to application at or below 80% AMI.
- i. Proof of Public Benefits: SSI/SSDI/Disability/Unemployment monthly award letters; or SSA-1099, TANF, SNAP, Gold Card, other (ex., WIC, CHIP etc.);  
**or**
  - ii. Income Documentation from Every Adult in Household: Copy of 2018 or 2019 tax return; or most recent W-2s; **or**
  - iii. Monthly Wages: 30 days of pay stubs for the 30 days prior to application; or most recent 1099; or letter from employer; or declaration of income statement,.
- c. Adverse economic impact related to COVID-19. Lay off/furlough/termination letter from employer, statement of unemployment benefits or proof of filed unemployment application or present 30 days of bank statements from the date of application. If unable to present these documents, submittal of the Certification Letter that applicant is suffering from employment interruptions due to COVID-19 business closures, the applicant did not receive stimulus check due to ineligibility and/or did not receive unemployment insurance due to ineligibility or that it will take too long to meet basic needs is acceptable. Subrecipient reserves the right to ask for bank statements, documentation of filed unemployment application, letter of termination, or letter of furlough from employer with the Certification Letter. Applicant must also include a statement that describes the type of assistance requested.

5. **Form and Method of Assistance.** The Subrecipient will provide emergency financial assistance to individuals and families that meet the qualifications in this Program Scope. The emergency financial assistance provided under this program must be to assist qualified beneficiaries with payment of unforeseen emergency individual needs as a result of COVID-19. The method of assistance will be one-time emergency gap assistance in the form of a limited- use Mastercard that only allows purchases at grocery stores, supermarkets and pharmacies. This gap assistance can be used for emergency individual needs excluded from other forms of assistance, including without limitation, medication, health care, household supplies, school supplies, and transportation. The Subrecipient will obtain the advance written approval from the County before using the funds for other forms of assistance, including other gift cards. Based on the case assessment made, an individual or household may receive an amount less than \$1,000. No individual or household will receive more than \$1,000 and above because a value is placed on helping the most families possible. Subrecipient will obtain the Certification Letter from each grantee, which includes a certification that the funds will not be used other than as provided therein. However, Subrecipient is not required to obtain receipts or other forms of verification from the grantees that moneys disbursed as provided herein have been used as intended. Under no

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circumstances will the Subrecipient distribute any funds to a beneficiary in the form of direct cash, including direct deposits to bank account.

6. **Distribution of Funds Deadline.** The Subrecipient will expend by December 1, 2020 all funds received by the Subrecipient under this Agreement. Any unexpended funds must be returned to the County within 20 calendar days of December 1, 2020.

7. **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.

Reports shall be submitted to the County in advance of the request for the Final Disbursement. Other required reports shall be submitted as noted and shall include but not be limited to the below. The County may request reasonable updates at any time and, Subrecipient shall provide such updated information within fifteen (15) days of written request for same.

Disbursement Request Report

Supporting Worksheet

Units of Service [debit cards] Report

Employee Bi-Weekly Time Report

Budget Revision Report

Units of Service Revision Report

Outcomes Report

Failure to achieve the performance target may result in a proportional reduction of the maximum allowable reimbursement. No additional reimbursements will be given for exceeding performance targets of this Agreement. If at any time during the term of this Agreement, Subrecipient's expenditures exceed performance under this Agreement, reimbursements may be withheld by County until such time as the gap between expenditures and performance is closed.

8. **Subrecipient Agreement with Other Providers.** The County acknowledges and agrees that Subrecipient may implement the program with El Paso Community Action Program Project Bravo ("Project Bravo") which has experience administering programs with federal funds by contracting with Project Bravo to administer the proceeds from the Fund, determine eligibility and

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process the distributions described in this Project Scope. Notwithstanding anything to the contrary, the Subrecipient remains solely responsible to the County for the obligations of the Subrecipient as provided in this Agreement and will ensure that Project Bravo follows all guidelines and rules regarding administration of funds under this Agreement

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

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