THE STATE OF TEXAS §
§ SUBRECIPIENT AGREEMENT
COUNTY OF EL PASO §

This Subrecipient Agreement ("**Agreement**") is made this 1st day of October 2022, ("**Effective Date**") between the County of El Paso, a political subdivision of the state of Texas ("**County**") and the Rescue Mission of El Paso, a non-profit registered in the State of Texas located in El Paso County Texas (**"Rescue Mission"** or "**SUBRECIPIENT**"). Subrecipient and County may be referred to singularly as a "Party" or collectively as "Parties." For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, in April 2022, El Paso saw a surge in arriving migrants to the southwest border region; and

WHEREAS, in August 2022, El Paso saw an even larger surge of arriving migrants, with as many as 1,000 migrants arriving to El Paso daily; and

WHEREAS, the Emergency Food and Shelter Program ("**EFSP**") is a Federal Emergency Management Agency ("**FEMA**")-funded program that provides supplemental funding for humanitarian relief efforts, including meeting the urgent needs of local agencies in assisting the migrant population encountered by the Department of Homeland Security ("**DHS**"); and

WHEREAS, any non-profit, faith-based, or government agency that can document expenditures made to migrants encountered by DHS at the southern border may be considered to receive funds for eligible services such as the provision of shelter, food, transportation, basic health and first aid, COVID-19 testing and associated medical care needed during quarantine and isolation, and other supportive services; and

WHEREAS, in September 2022, El Paso County was awarded $6,301,866.67 dollars in EFSP Special Funding to assist with the migrant humanitarian needs in the region; and

WHEREAS, as a Fiscal Agent of EFSP funds, El Paso County seeks to distribute funding to the Rescue Mission as a subrecipient organization providing humanitarian services to arriving migrants encountered by DHS; and

WHEREAS, the Local Board has approved the Rescue Mission's receipt of reimbursement for the humanitarian services it provided as a Subrecipient.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. ADOPTION OF RECITALS.

The above stated recitals are incorporated herein by reference, are hereby made a part of this Agreement, and shall be as effective as if repeated verbatim.

SECTION 2. PURPOSE.

The Rescue Mission will provide shelter, food, and when necessary, local transportation to approximately 150 migrants encountered by DHS in the El Paso region per day.

SECTION 3. SCOPE OF SERVICES.

A. Subrecipient shall focus on providing shelter and food to migrants encountered by DHS in El Paso.

B. When necessary, Subrecipient will provide local transportation services to migrants to include but not be limited to, pick-up and drop off from the El Paso Migrants Services Support Center ("**MSSC**"), or other locations within the County, to places of shelter, transport or medical care.

C. Subrecipient understands that it **will only receive reimbursement for humanitarian services rendered to migrants encountered by DHS;** the County nor EFSP will provide reimbursement for services rendered outside of those parameters.

D. Subrecipient acknowledges and agrees that it will not charge migrants for any services it renders through this Agreement.

SECTION 4. LOCAL HUMANITARIAN COOPERATION.

A. The Parties understand that in order to effectively serve the influx of migrants encountered by DHS along the southwest border requires a coordinated approach and multiple agencies and organizations' cooperation and support.

B. Subrecipient will maintain ongoing communication and coordination with the County as a leader in the local response to the migrant influx in order to effectively and efficiently respond to evolving developments in receiving and assisting migrants in El Paso.

C. To the extent that the County, its agents, affiliates, or contractors require space within Subrecipient's available building(s) to provide additional support services to migrants (e.g., sponsor communication and travel arrangement support), Subrecipient will allow the County to render additional migrant support services at the Subrecipient's premises in a time, place and manner that is mutually agreed upon by the Parties. The Subrecipient will not charge the County for its use of space in providing additional migrant support services on Subrecipient's premises. Further, the Subrecipient understands that it may not direct, supervise, or control any County staff, agents, affiliates or contractors on the Subrecipient's premises, and any issue with the same should be directed to the County Project Manager.

SECTION 5. TERM.

Regardless of the date of execution, the term of this Agreement begins on October 1, 2022, and ends on December 31, 2022, unless this Agreement is terminated by the Parties sooner. The County shall have the option to renew this Agreement on a quarterly basis based on available EFSP funding provided by the National Board to the County (the "Option"). The Option may be exercised upon written notice to the Subrecipient.

SECTION 6. APPLICABILITY OF AMERICAN RESCUE PLAN ACT OF 2021 HUMANITARIAN RELIEF FUNDING AND APPLICATION GUIDANCE

A. The Parties hereby incorporate by reference as if hereby written verbatim, the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance, EFSP Website (unitedway.org), as amended and supplemented.
    1. This includes but is not limited to the Grant Agreement Articles, Financial Terms and Conditions and Other Terms and Conditions.
    2. The American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance also provides:
        i. That funds must be deposited in a checking account in a bank with Federal Deposit Insurance Corporation (FDIC) or Federal Savings & Loan Insurance Corporation (FSLIC) insurance coverage (whose responsibility has been taken over by FDIC), and the balance exceeding the FDIC or FSLIC coverage must be collaterally secured.
        ii. That the Subrecipient shall maintain a financial management system that provides for the following
            1. Accurate, current, and complete disclosures of the financial results of this program.
            2. Records that identify adequately the source and application of funds for federally supported activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, non-obligated balances, assets, outlays, and incomes.
            3. Effective control over and accountability for all funds, property, and other assets.
            4. Procedures for determining eligibility of costs in accordance with this guidance. Accounting records that are supported by source documentation. The Subrecipient must maintain and retain a register of cash receipts and disbursements and original supporting documentation such as purchase orders, invoices, canceled checks or documentation for other acceptable payment methods, sign-in logs and any other documentation that is necessary to support their costs under the program.

B. In the event of a conflict in provisions or dispute between the Parties regarding the terms of this Agreement, the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance, as amended and supplemented, shall control. The Parties shall use any available Emergency Food and Shelter National Board Program Guidance or FAQ's to resolve any disagreement over interpretation.

C. Subrecipient agrees to cooperate with the County to amend this Agreement or provide additional information as may be required by the National Board or FEMA in order to comply with the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance or any other federal rule or requirement.

SECTION 7. FUNDING AMOUNT.

A. The County commits to reimburse the Subrecipient up to 1,000,000.00 (ONE MILLION DOLLARS) ("Total Award") in accordance with this Agreement. The County will not provide any additional funding or reimburse any expenses except as provided herein.

B. The County will provide Subrecipient funding on a reimbursement basis for eligible expenditures for meals, shelter, transport, lease, and administrative services provided to migrants encountered by DHS as well as for the cost for leased space used to provide migrants shelter in accordance with the corresponding rules and rates set forth in the Emergency Food and Shelter National Board Program.

1. For ease of reference, the County will reimburse the Subrecipient as follows:
    a. Meals: $3.00 per meal. Covers primary costs related to food services.
    b. Per diem Shelter: $12.50/night per unique migrant. Covers primary costs related to mass shelter services.
    c. Equipment & Assets Services: Actual expenses for the lease (or "license") used for migrant shelter, for the term of this Agreement as well as purchases, repairs and modifications made within the Agreement term in support of the shelter used to assist migrants. Actual expenses for purchases, repairs and modifications to the building used to shelter migrants shall be limited to no more than $50,000.00 and must comply with the following:
        i. Purchase of equipment (e.g. air conditioning or HVAC system) with a fair market value of up to $5,000.00 at the time of purchase.
        ii. Purchasing multiple, identical items that are individually below $5,000 but exceed the cap collectively may be considered ineligible, so seeking guidance from the County who will in turn seek guidance from the EFSP Local Board, or the National Board Secretariat is advised to ensure eligibility.
        iii. Any equipment will have to be justified based on practical usage and critically necessity to perform humanitarian relief functions. The ability

to deliver services, capacity and number of staff on-hand, are important factors.

iv. Equipment purchased or repairs performed when no services to migrants are provided or items purchased in excess of need, may not be approved for reimbursement or considered as an eligible expense.

v. The following must be provided for each request for reimbursement for all Equipment and Assets Services expenditures, to include but not be limited to the license or lease of the shelter, and expenses necessary to make the space habitable:

1. Daily logs of migrants served;
2. Spreadsheets reflecting expenses incurred;
3. Itemized receipts from vendors for purchases/services provided (if purchases were made with cash, copies of receipts must be provided).
    a. Receipts showing repairs were paid.
    b. Receipts showing purchases were paid.
4. Proofs of payment to vendors for services.

d. Transport Mileage: Local transportation for migrants encountered by DHS that require transport to and from a migrant shelter, including Subrecipient's shelter from various locations within the County. Reimbursement will be based on actual expenditures or mileage traveled at the federal rate of 58.5 cents per mile.

e. Administrative services: Actual expenses of staff time/payroll dedicated to assisting migrants in connection with the provision of meals, shelter or transport through this Agreement.

i. Expenses corresponding to employee pay and fringe benefits based on actual costs that correspond to each employee's paycheck.

2. Subrecipient understands that non-COVID related shelter as an eligible expense is limited to five (5) days per individual or family, or thirty (30) days if the individual or family has no sponsor.
3. If Subrecipient seeks reimbursement of actual costs for any type of service, the expenditures must be documented with proof of payment (cancelled check, credit/debit card statement, electronic payment from bank account, etc.).

C. Reimbursement will not be provided in the absence of available EFSP funding from FEMA or for ineligible services/expenditures, which include but are not limited:
1. Humanitarian relief provided to families and individuals encountered by DHS outside of the eligible term.
2. Expenditures made outside of the United States.
3. Services provided to families and individuals outside of the United States.
4. Fraudulent applications/expenditures. Any fraudulent application or expenditure will be reported to the DHS Office of the Inspector General (OIG) for further action.

5. Any other limitation set forth in the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance.

D. Procurement. The Subrecipient must request bids from a minimum of three (3) vendors for all contracts valued at $10,000 or more for services related to this Agreement. The lowest bid received should be accepted to provide services.

SECTION 8. DOCUMENTATION AND REPORTING.

A. For each request for reimbursement ("reimbursement cycle"), Subrecipient shall submit to the County a (1) Funding Request, (2) a Supplemental Funding Reimbursement Report, and (3) the corresponding Expenditure Spreadsheets or expenses incurred as found within the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance forms. The Funding Request and Supplemental Funding Reimbursement Report are included as Exhibit C.

1. For ease of reference, Subrecipient may use the appropriate spreadsheet template identified here: EFSP Website (unitedway.org).

Example of Administrative Expenditures Spreadsheet – Direct Costs

Emergency Food and Shelter Program
American Rescue Plan Act of 2021 Humanitarian Relief Funding

Jurisdiction ID and Name	0123-00 Sample Jurisdiction
LRO ID and Name	0123-00-001 Sample Agency
LRO Address City/State/Zip	123 Sample Street, City, State Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supportingdocumentation (proof of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in theapplication process if volume is not too large.

ADMINISTRATION EXPENDITURES - DIRECT COST

Payment/ Check Number	Payment/ Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt	Invoice/ Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
12315	02/15/21	02/15/21	12-7788935	USPS	Postage	50.00	50.00	50.00
							Total	50.00

Sample Spreadsheets are available on EFSP website under the Supplemental Funding Information Tab.

Example of Administrative Expenditures Spreadsheet – Payroll

Emergency Food and Shelter Program
American Rescue Plan Act of 2021 Humanitarian Relief Funding

Jurisdiction ID and Name	0123-00 Sample Jurisdiction
LRO ID and Name	0123-00-001 Sample Agency
LRO Address City/State/Zip	123 Sample Street, City, State Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Payroll Registers must be provided. *If required, copies of supporting documentation (proof of payment or receipts) of eligible expenditures must also be submitted to the* ***Local Board***. Documentation may also be sent electronically in the application process, if volume is not too large.

ADMINISTRATION EXPENDITURES - PAYROLL

Employee Name	Payroll Date (MM/DD/YY)	Percentage	Payroll Amount	EFSP Portion of Payroll Amount
Smith, Tester	2/28/21	25.00%	$1,500.00	$375.00
Smith, Tester	3/15/21	30.00%	$1,500.00	$450.00
Smith, Tester	3/31/21	20.00%	$1,500.00	$300.00
			Total	1,125.00

Sample Spreadsheets are available on EFSP website under the Supplemental Funding Information Tab.

Example of Equipment and Assets Expenditures Spreadsheet

Emergency Food and Shelter Program
American Rescue Plan Act of 2021 Humanitarian Relief Funding

Jurisdiction ID and Name	0123-00 Sample Jurisdiction
LRO ID and Name	0123-00-001 Sample Agency
LRO Address City/State/Zip	123 Sample Street, City, State Zip

Spreadsheets and daily logs must be submitted electronically in the application process on the EFSP website. Spreadsheets alone are not enough. Copies of supporting documentation (proof of payment or receipts) of eligible expenditures must be submitted to the **Local Board**. Documentation may also be sent electronically in the application process if volume is not too large.

EQUIPMENT AND ASSETS ELIGIBLE REIMBURSEMENT SPREADSHEET

Payment/ Check Number	Payment/Check Date (MM/DD/YY)	Invoice/Receipt Date (MM/DD/YY)	Invoice/Receipt Number (If no number, enter N/A)	Vendor Name	Description (describe item purchased, if not identified on receipt	Invoice/ Receipt Amount	Total Check Amount	EFSP Portion of Invoice Amount
12318	02/17/21	02/16/21	N/A	Handy Repairs	Refrigerator Repair	250.00	250.00	250.00
Credit Card	03/20/21	03/20/21	6543-21	Appliance Depot		650.00	650.00	300.00
							Total	550.00

Sample Spreadsheets are available on EFSP website under the Supplemental Funding Information Tab.

B. Subrecipient will provide the County the appropriate logs of unique migrants served daily within the corresponding reimbursement cycle. For ease of reference, please see examples within the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance forms which are also included below.

EXAMPLE OF DAILY SHELTER LOG

Emergency Food and Shelter Program

American Rescue Plan Act of 2021 Humanitarian Relief Funding

Daily Per Diem Log

(Reimbursement will be made at the rate of $12.50 per individual served)

Jurisdiction ID (6 digits) and Name	0123-00 Sample Jurisdiction
LRO ID (9 digits) and Name	0123-00-001 Sample Agency
LRO Street Address, City, State, Zip	123 Sample Street, City, State Zip

Date (MM/DD/YY)	Number of Migrants Sheltered
1/23/21	50
1/30/21	30
2/4/21	25
2/13/21	50
2/23/21	10

Total Shelter Days: 165

Total Reimbursement Request: $2,062.50

EXAMPLE OF MILEAGE LOG

Emergency Food and Shelter Program
American Rescue Plan Act of 2021 Humanitarian Relief Funding
Mileage Log
(Reimbursement will be made at the rate of $.56 per mile traveled)

Jurisdiction ID (6 digits) and Name	0123-00 Sample Jurisdiction
LRO ID (9 digits) and Name	0123-00-001 Sample Agency
LRO Street Address, City, State, Zip	123 Sample Street, City, State Zip

Date (MM/DD/YY)	Departure, Destination, Purpose of Trip (roundtrip)	Number of Miles Traveled
02/12/21	Travel from agency to airport to take migrants and return	25
02/15/21	Travel from agency to bus station to take migrants	15
03/12/21	Travel from agency to grocery store	5

Total Miles: 45
Total Reimbursement Request: $25.20

C. Each reimbursement cycle, for requests for reimbursement of actual costs, Subrecipient will submit vendor-issued invoices and/or itemized receipts from vendors reflecting services rendered, date and costs, as well as proof of payment (documentation of expenses paid, including cancelled check, bank statement or credit card) to vendor for services rendered in connection with this Agreement.

D. Reimbursement may not be sought more than once monthly.

E. Subrecipient must maintain the documentation associated with this Agreement for a period of three (3) years after the end-of-program date, when all funds must be expended ("**retention period**").

F. During the term of the Agreement and corresponding three-year retention period, the County, Local Board, National Board, or program auditors may request supporting documentation from Subrecipient for services or expenses connected with this Agreement.

G. For all reporting requirements, Subrecipients shall submit supporting documentation such as sign in sheets, people served per day and per meal (meals), and sign in sheets for sheltering, and any other supporting documentation that the County requests.

SECTION 9. WARRANTIES.

A. Subrecipient warrants that it does not have any compliance exceptions with the National Board.

B. The Parties understand the funds may only be used to reimburse Subrecipient for services provided within the Term for individuals and families encountered by DHS.

C. The Subrecipient warrants that the following identifying information is true and correct:
   1. Subrecipient's Federal Employer Identification Number (FEIN): 74-6062443.
   2. Applicant's Data Universal Number System (DUNS): 148164544.
   3. Applicant's Unique Entity Identifier (UEI) number: HSKSL1BQZ4L3.
   4. Subrecipient warrants that it is not debarred or suspended from receiving funds or doing business with the Federal government.

D. As part of this Agreement, Subrecipient incorporates and warrants the information contained within Exhibit A (Fiscal Agent/Fiscal Conduit Certification Form) and Exhibit B (Fiscal Agent Listing Form).

SECTION 10. TERMINATION.

This Agreement may be terminated in accordance with the following provisions:

A. The County may terminate this Agreement, if Subrecipient fails to comply with the terms and conditions of this Agreement, the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance, or corresponding law or guidance. Before terminating this Agreement pursuant to this provision, the County will provide written notice of intent to terminate enumerating the reasons for which the termination is being sought and provide at least thirty (30) calendar days to the Subrecipient to cure such failure. If the Agreement is terminated pursuant to this provision, Subrecipient will reimburse the County all funds disbursed by the County to the Subrecipient.

B. For cause. The County may terminate the Agreement if the award no longer effectuates the EFSP goals or the County's priorities for providing humanitarian assistance to migrants.

C. Mutual Consent. The County, with the written consent of the Subrecipient, may terminate the Agreement, in which case the County and Subrecipient must agree upon the termination conditions, including effective date and in the case of partial termination, the portion to be terminated.

D. Subrecipient may terminate this Agreement 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 reasonably determines in the case of partial termination that the reduced or modified portion of the Total Award will not accomplish the purposes for which the federal award was made, the County may terminate the undisbursed portion of the Total Award, in whole or in part.

E. 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, including providing requisite reporting and corresponding reimbursement requests. This close-out provision may extend beyond the term of this Agreement.

SECTION 11: AUDIT, INSPECTION & MONITORING.

A. The Subrecipient will provide copies to the requesting party from the County, National Board or federal auditors of any records requested at the Subrecipient's expense within fifteen (15) business days. Further, the Subrecipient will allow timely and reasonable access to the Subrecipient'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 submitted to 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.

B. The Subrecipient will allow the County reasonable access to inspect the Subrecipient's offices, facilities, and documents subject to this Agreement to ensure compliance with the American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance 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 report, then the Subrecipient will correct any findings and provide a written response to the County addressing the County's findings.

SECTION 12. 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 SUBRECIPIENT AND/OR SUBRECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS RELATED TO THIS

AGREEMENT. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING AND AFTER THE TERM OF THIS AGREEMENT.

SECTION 13. LIABLITY 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 American Rescue Plan Act of 2021 Humanitarian Relief Funding and Application Guidance or subsequent guidance issued by FEMA or the National Board.

SECTION 14. POST CLOSE OUT.

The closeout of this award does not affect the right of the National Board, FEMA 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 law, the Subrecipient will repay the County, National Board or FEMA any funds that are determined to be disallowed costs even if performance obligations or work has been completed.

SECTION 15. NOTICES AND PAYMENTS.

The parties will send notices required by this Agreement in writing and delivered by certified mail to the addresses described in this Section. Reimbursement requests and corresponding reports shall be emailed to the County Project Managers. All notices are considered received three (3) business days after the postmark date. Either Party may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address, the notified party will send all further notifications to the new address. Parties will address notices as follows:

To Subrecipient:
RESCUE MISSION OF EL PASO
221 N. Lee St.
El Paso, Texas 79901
Attn: Blake Barrow
Chief Executive Director
b.barrow@rmelp.org

To the County of El Paso:
THE COUNTY OF EL PASO
Attn: County Administrator
500 E. San Antonio
El Paso, Texas 79901

Copy to:
El Paso County Auditor's Office
800 E. Overland, Room 406
El Paso, Texas 79901

Project Manager:
Irene Valenzuela & Lorey Gonzalez

County Project Managers
Office of New Americans
6314 Delta Dr.
El Paso, TX 79905
Loflores@epcounty.com
IGValenzuela@epcounty.com

SECTION 16. AMENDMENTS.

This Agreement may be amended at any time by written instruments executed by the authorized officials of County and the Subrecipient.

SECTION 17. GENERAL PROVISIONS.

A. GOVERNING LAW. This Agreement is governed by Texas law.

B. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

C. NO OTHER RELATIONSHIP. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between any of the parties.

D. PUBLIC INFORMATION. This Agreement is public information. The Parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. The Parties agree that they will mark any information that they consider to be confidential, proprietary, and/or trade secret in their communications in connection with this Agreement. The Parties agree to provide notice to the other Parties in accordance with the Public Information Act in the event any Party receives a request for information under the Public Information Act for information that another Party has marked as confidential, proprietary, and/or trade secret.

E. SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED. The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by the County of any immunities from suit or liability that the County may have by operation of law. The County retains all governmental immunities.

F. 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.

G. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the parties. The County and Subrecipient are not subject to the liabilities or obligations the other party obtains under the performance of this Agreement.

H. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

I. SUCCESSORS AND ASSIGNS. This Agreement is binding on Subrecipient and the County of El Paso, and the County of El Paso's and 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.

J. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

K. COMPLIANCE WITH LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. DISCRIMINATION PROHIBITED. Subrecipient shall comply with all laws prohibiting discrimination 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.

M. SUBRECIPIENT'S INCORPORATION STATUS. Subrecipient shall notify the County in writing within thirty (30) calendar days in the event of any change in Subrecipient's non-profit tax status. The County reserves the right to terminate this Agreement if the non-profit status of the Subrecipient's organization changes in a manner that would make the Subrecipient ineligible for funds under program requirements.

N. TIME IS OF THE ESSENCE.

1. Time is of the essence with respect to the rights and obligations of the Parties as described herein.

2. The times and dates specified in this contract are material to this Agreement. For the purpose of this Agreement **"business days"** means Monday through Friday excluding County of El Paso holidays and **"calendar days"** means Monday through Sunday including County of El Paso holidays.

O. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority that would make performance under this Agreement impossible, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

P. PROVISIONS SURVIVING THIS AGREEMENT. In addition to the Sections that note survival past the Term of the Agreement, representations, releases, warranties, covenants,

indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

Q. AUTHORITY. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

R. FINES AND PENALTIES. Each Party is responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal law occurred as a result of that Party's actions.

S. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Neither Party is liable under this Agreement to the other Party for any incidental, consequential, special, punitive, or exemplary damages of any kind, including lost profits, loss of business, mental anguish, emotional distress and/or attorney fees, as a result of a breach of any term of this Agreement.

T. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

V. All attachments referenced in this Agreement are incorporated in full to this Agreement by reference.

W. COUNTERPARTS. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

[*SIGNATURES OF PARTIES ON THE FOLLOWING PAGES*]

[*SIGNATURE PAGE OF COUNTY OF EL PASO*]

APPROVED this _____ day of _____, 2022.

COUNTY OF EL PASO

_____
Ricardo A. Samaniego, County Judge

APPROVED AS TO CONTENT:

_____
Irene Valuenzuela
Executive Director

APPROVED AS TO FORM:

_____
Ana Schumacher
Assistant County Attorney

[*SIGNATURE PAGE FOR SUBRECIPIENT*]

RESCUE MISSION OF EL PASO:

_____
Blake Barrow, Chief Executive Director

DATE: _____

EXHIBIT A
FISCAL AGENT/FISCAL CONDUIT CERTIFICATION FORM

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

HUMANITARIAN RELIEF FY22 FISCAL AGENT/FISCAL CONDUIT AGENCY RELATIONSHIP

This certification must be signed by each agency receiving funds through a Fiscal Agent/Fiscal Conduit Agency.

By signing this Fiscal Agent/Fiscal Conduit Agency Relationship Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Humanitarian Relief Funding Guidance, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. The Fiscal Agent/Fiscal Conduit and the agency(ies) benefitting through the relationship have retained a copy of this form for their records.

As a **recipient agency** (through the Fiscal Agent/Fiscal Conduit noted below) of Emergency Food and Shelter National Board Program (EFSP) funds made available for HR22 and as the duly authorized representative of

_____,
(NAME OF AGENCY/SUB-RECIPIENT)

I certify that my public or private agency:

- **Has a Fiscal Agent/Fiscal Conduit approved by the Local Board:** _____
  (LRO Name and LRO ID Number)
- Is not debarred or suspended from receiving Federal funds.
- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost match for other Federal funds or programs.
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required information to the Fiscal Agent/Fiscal Conduit.
- Will expend monies only on eligible costs and keep complete, accurate documentation (copies of canceled LRO checks -- front and back, other proofs of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will provide complete, accurate documentation to the Fiscal Agent/Fiscal Conduit Agency for payment to the vendor.
- Will not use EFSP funding for any lobbying activities and if receiving $100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Has certified that our employees, volunteers, or other individuals associated with the program understand they will not engage in any trafficking of persons during the period this award is in effect.
- Has certified that our employees, volunteers, or other individuals associated with the program understand they will not use EFSP funds to support access to classified national security information during the period this award is in effect.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will spend all funds and close-out the program by the end-of-program date, and return any unused funds to the National Board.

This form must be completed in its entirety. Please do <u>not</u> alter this form; any questions regarding the form should be directed to EFSP staff.

Agency Name (Sub-recipient):_____

FEIN# (Sub-recipient): **UEI # (Sub-recipient):**

Street Address/City/State/Zip:_____

Phone #: **Fax #:** **Email:**

Contact Name:

Signature: _____ **Date:** _____

EXHIBIT B
FISCAL AGENT LISTING FORM

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

HUMANITARIAN RELIEF FY22 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Humanitarian Relief Funding Guidance, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. We have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system, and will pay all vendors by an approved method of payment.
- Conducts an independent annual review if receiving $50,000-$99,999/an independent annual audit if receiving $100,000 or more in humanitarian funds, and follows OMB's Uniformed Guidance if receiving $750,000 or more in Federal funding.
- Has not received an adverse or no opinion audit.
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proofs of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by the end-of-program date and return any unused funds to the National Board.
- Will provide complete, accurate documentation of expenses, if requested, following the end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving $100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

PLEASE ENSURE THIS INFORMATION IS ACCURATE BEFORE SIGNING.

LRO ID #:
FEIN #:
UEI#: **DUNS#:**
LRO Legal Name:
Address (Street, City, State Zip Code):
Phone #:
Fax #:
Email:
LRO Contact (print and title):

Signature: _____ **Date:** _____

EXHIBIT C
FUNDING REQUEST AND SUPPLEMENTAL FUNDING REIMBURSEMENT REPORT

2022 EFSP HUMANITARIAN RELIEF FUNDING APPLICATION

EMERGENCY FOOD AND SHELTER PROGRAM
LOCAL PROVIDER APPLICATION FOR
HUMANITARIAN RELIEF FUNDING

This application must be completed in its entirety. Any missing information may cause an application to be disqualified. The funds may only be used to reimburse for food and shelter services provided **in the eligible timeframe** (see **FY 2022 Humanitarian Relief Funding Guidance**) for families and individuals encountered by the U.S. Department of Homeland Security (DHS). Daily logs are required to be submitted to the applicable Local Board along with this application. Documentation (proofs of payment, e.g., canceled check, agency debit or credit card and receipts/invoices) or expenditure spreadsheets may also be required with this application

DEADLINE FOR SUBMISSION OF APPLICATION:

Monday, November 28, 2022 by 11:59:59 PM (Eastern Standard Time)

This application will be submitted to the Local Board point of contact:

100 N. Stanton Street Suite 500 El Paso, TEXAS 79901 amatalindstrom@unitedwayelpaso.org

No applications received after the deadline will be considered for an award.

JURISDICTION ID AND NAME: El Paso County (803600)

LRO ID AND NAME: United Way of El Paso County [redacted]

REQUEST AMOUNT: $

In Process

APPLICANT INFORMATION

Point of Contact Information (Name/Title/Phone/Fax/Email):

Name/Title: Ms. Angelica Mata Lindstrom

Applicant Phone/Fax/Email:

Phone: 915-533-2434 **Fax:** 915-532-2104 **Email:** amatalindstrom@unitedwayelpaso.org

Applicant's Physical Address: 500 N. Stanton, Suite 500 El Paso, TEXAS 79901

Congressional District Where Applicant is Physically Located: 16 (house.gov)

Applicant's Mailing Address: 500 N. Stanton, Suite 500 El Paso, TEXAS 79901

Applicant's Federal Employer Identification Number (FEIN): [redacted]

Applicant's Unique Entity Identifier (UEI) Number:

Agency's Website:

Is the applicant debarred or suspended from receiving funds or doing business with the Federal government? Please check appropriately.

☐ YES ☐ NO

1

FUNDING REQUEST

Total Eligible Unduplicated/Unique Migrant Clients Served (best of knowledge):

Total Amount of Reimbursement Funds Requested (must be itemized below): $

Period When Services Were Provided: Begin Date: End Date:

To be considered for reimbursement, applicants must itemize all expenses below.

PER CAPITA RATE: All expenses will be reimbursed at the per capita rate of $28.50 per person on a one-time only basis. Please include the daily log of unique migrants served with this application.

Total Number of Unique Migrants Served: Request Amount: $

PER MEAL/PER DIEM RATES: All food expenses will be reimbursed at the per meal rate of $3.00 per meal and all mass shelter expenses will be reimbursed at the per diem shelter rate of $12.50 per night of shelter. Please include the daily meal log of meals provided and daily shelter log of shelter nights provided to migrants with this application.

Total Number of Meals Served: Request Amount: $

Total Shelter Nights Provided: Request Amount: $

If hotel/motel shelter nights were provided and your organization requests reimbursement based on actual costs, please indicate below. Daily log, spreadsheet, proof of payment or receipts must be provided with this application to support these services.

Hotel/Motel Nights of Shelter Provided (for migrants): Request Amount: $

Number of Migrants served:

PRIMARY ELIGIBLE REIMBURSEMENTS: All Primary Services expenses will be reimbursed based on actual costs, please indicate below. Daily log, spreadsheet and proof of payment or receipts must be provided with this application for these services.

FOOD AND SHELTER:

- **FOOD (served/congregate meals or bags/boxes of groceries) TOTAL REQUEST: $**

Total Number of Migrant Clients Served in Food Services:

Total Meals Served:

ITEMIZED ELIGIBLE REIMBURSEMENTS $:

Total Amount for Served/Congregate Meals: $

Total Amount for Bags/Boxes of Foods: $

Food Bank - Cost of Food Purchased: $

Food Bank as Indirect Provider:

Total Pounds of Food Given to Other Agencies: Maintenance Fee: $ Cost of Food: $

Total Amount for Food Storage Containers, Cookware, Utensils, T-Shirt Bags: $

Basic First Aid/ Over-The-Counter Medication (e.g. band-aids, aspirin): $

Hygiene Items (e.g. baby wipes, diapers, toiletries, undergarments): $

Facility Utilities (electricity, gas, water): $

Maintenance & Housekeeping (repair and cleaning supplies): $

Contracted Services (security, laundry, trash pickup): $

Personal Protective Equipment (PPE): $

- **SHELTER (mass/local shelter facilities or motels)** **TOTAL REQUEST: $**

Total Migrant Nights (duplicated):

Total Migrants Unduplicated Served in Shelter: **Average Length of Stay Before Departing:**

ITEMIZED ELIGIBLE REIMBURSEMENTS $:

Basic First Aid/ Over-The-Counter Medication (e.g. band-aids, aspirin): $

Hygiene items (baby wipes, diapers, toiletries, undergarments): $

Cots and Beds, including pillows: $

Linens (e.g. sheets, towels, wash cloths, etc.) $

Shelter Utilities (electricity, gas, water): $

Maintenance & Housekeeping (repair and cleaning supplies): $

Contracted Services (security, laundry, trash pickup): $

Personal Protective Equipment: $

Hotel/Motel Stay (for migrants): $

SECONDARY ELIGIBLE REIMBURSEMENTS (based on funding availability): All Secondary Services expenses will be reimbursed based on actual costs. Please fill in the information below. Daily log, spreadsheet and proof of payment or receipts must be provided with this application for these services.

Total Migrant Clients Receiving the Following Services: **TOTAL REQUEST $**

ITEMIZED ELIGIBLE REIMBURSEMENTS $:

Health/Medical, including Health Screenings: $

COVID-19 Testing: $

Associated Care for quarantining and Isolation: $

Mental Health $

Legal Aid: $

Translation Services: $

Clothing, Shoes/Shoelaces, Belts: $

TRANSPORTATION (based on funding availability): All Transportation Services expenses will be reimbursed based on actual costs, or mileage rate. Please fill in the information below. Daily log, spreadsheet and proof of payment orreceipts must be provided with this application for these services.

Total Migrant Clients Receiving the Following Services: **TOTAL REQUEST: $**

ITEMIZED ELIGIBLE REIMBURSEMENTS $:

Local Transportation (including contracted and/or vehicle rental, gas, insurance, drivers): $

Long-Distance Transportation to Sponsors (bus tickets, airline tickets, and train tickets): $

Number of Migrants Received Long-Distance Transportation:

Mileage using the Federal rate of 58.5 cents per mile for local transportation, in lieu of actual fuel costs

Cost of Total Miles Traveled **$**

Parking (e.g., local street, airport): $

Contracted Services (e.g., charter bus): $

EQUIPMENT AND ASSETS (based on funding availability):
Equipment and Assets Costs: $

ADMINISTRATIVE REIMBURSEMENTS (based on funding availability):
Administrative Costs: $

Please use this space to provide any comments that may be beneficial to support your organization's request for reimbursement of expenditures made in this application.

I hereby certify that the information provided in this application and all supporting documentation complies with all funding requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing these emergency supplemental funds. All appropriate staff and volunteers have been informed of the requirements for these funds. The Local Board has been provided, and we have retained, a copy of this application for our records.

I certify that the information provided in this application and all supporting documentation that will be submitted to the Local Board for consideration of a grant/award under the U.S. Department of Homeland Security's/Federal Emergency Management Agency's Emergency Food and Shelter Program is accurate.

Authorized Official Name and Title of the Agency: Ms. Angelica Mata Lindstrom

Signature: **Date:**

FY2022 HUMANITARIAN RELIEF FUNDING REIMBURSEMENT REPORT

El Paso County (803600)
United Way of El Paso County (803600-020)
Ms. Angelica Mata Lindstrom
500 N. Stanton, Suite 500 El Paso, TEXAS 79901

This **Humanitarian Relief Funding Reimbursement Report** must be completed to report on the funds your agency spent to provide humanitarian relief to families and individuals encountered by the U.S. Department of Homeland Security (DHS). This information is required prior to the release of funds to reimburse your agency for any expenditures made. Please be sure to complete the form in its entirety.

In addition to completing and submitting this report, your agency will need to provide daily logs. Also, as necessary, spreadsheets, and documentation (proof of payment or receipts) must be submitted in support of expenditures reported for provided assistance. Your request for reimbursement cannot be submitted if this report, daily logs, and required spreadsheets, and documentation, as necessary, are not included.

After the required information has been submitted to the Emergency Food and Shelter Program (EFSP) National Board, it will be reviewed as expeditiously as poss ble so that payment may be released to your agency, if awarded funds. If you have any questions regarding this report, or the required information that must accompany it, please reference the **Humanitarian Relief Funding Guidance** or pre-recorded presentation on the EFSP website, Supplemental Funding Information. You may also contact EFSP staff at suppfund@uww.unitedway.org or 703.706.9660 or option 6.

REPORT ON THE AMOUNT SPENT BY YOUR AGENCY

	Amount
A. Primary Services, Per Capita Rate	$
B. Primary Services, Per Meal Rate	$
C. Primary Services, Per Diem Shelter Rate	$
D. Congregate Meals	$
E. Bags/Boxes of Food	$
F. Food Bank - Cost f Food Purchased	$
G. Food Bank ndir ct Provider (foo by pou dage)	$
H. Basic First Aid/Over the Counter (OTC) Medications	$
I. Food Storage Containers/Cookware/Utensils/T-Shirt bags	$
J. Hygiene Items	$
K. Cots and Beds	$
L. Linen	$
M. Agency/Facility Utilities	$
N. Local Transportation	$
O. Local Transportation Contracts (e.g., charter bus)	$
P. Mileage at Federal rate of 58.5 cents per mile	$
Q. Parking (local street, airport)	$
R. Maintenance/Housekeeping	$
S. Personal Protective Equipment (PPE)	$
T. Clothing, Shoes/Shoelaces/Belts	$
U. Contracted Services	$
V. Equipment and Assets Services	$
W. Hotel/Motel Stay	$
X. Long Distance Transportation	$
Y. Health/Medical, including Health Screenings	$
Z. COVID-19 Testing	$
AA. COVID-19 Associated Medical Care During Quarantine/Isolation	$
AB. Mental Health	$
AC. Legal Aid	$
AD. Translation Services	$
AE. Administrative Services	$
Total Reported:	$

I hereby certify that the information provided in this report and all supporting documentation complies with all funding requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing these emergency supplemental funds. All appropriate staff and volunteers have been informed of EFSP requirements for these funds. The Local Board has been provided, and we have retained, a copy of this report for our records.

In the space below, please attach the respective documents in order to submit your reimbursement details:

Required Logs/Spreadsheets **Optional Attachment 1** **Optional Attachment 2**

I certify that the information provided in this report and all required logs, spreadsheets and other supporting documentation, as necessary, that will be submitted to the Local Board for consideration of a grant/award under the U.S. Department of Homeland Security's Federal Emergency Management Agency's Emergency Food and Shelter Program is accurate.

Signature/Title of Agency Official: **Date:**

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM

HUMANITARIAN RELIEF FY22 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Humanitarian Relief Funding Guidance, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. We have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit, faith-based, or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system and will pay all vendors by an approved method of payment.
- **Has not received an adverse or no opinion audit.**
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
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- Will not charge a fee to clients for EFSP funded services.
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- Will provide all required reports to the Local Board in a timely manner.
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proofs of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by the end-of-program date and return any unused funds to the National Board.
- Will provide complete, accurate documentation of expenses, if requested, following the end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving $100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

PLEASE ENSURE THIS INFORMATION IS ACCURATE BEFORE SIGNING.

LRO ID #: [redacted]
FEIN #: 7[redacted]
UEI#:
LRO Legal Name: United Way of El Paso County
Address: 500 N. Stanton, Suite 500 El Paso, TEXAS 79901
Phone #: 915-533-2434
Fax #: 915-532-2104
Email: amatalindstrom@unitedwayelpaso.org
LRO Contact: Ms. Angelica Mata Lindstrom

Signature: Date:

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
HUMANITARIAN RELIEF FY22 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting 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 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, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer 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 LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require t at the language of this cert fication b included in he ward ocuments for all sub-awards at all tiers (including sub nt ct , sub-grant , and tracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Title 31 U.S.C. §1352. 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.

This form must be completed in its entirety. Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

United Way of El Paso County

LRO Name

[redacted]

LRO ID Number (9 digits)

Ms. Angelica Mata Lindstrom

Representative Name

Representative Signature

Date (month/day/year)

NOTE: Standard Form LLL and instructions are available at www.grants.gov