

**AGREEMENT BETWEEN FORT BEND COUNTY
AND
THE SALVATION ARMY
FOR
FORT BEND COUNTY EMERGENCY SOLUTIONS
GRANT PROGRAM**

THIS Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the Grantee and The Salvation Army, A Georgia Corporation, hereinafter referred to as the Subrecipient.

WHEREAS, the Grantee has entered into a Grant Agreement with the United States of America, acting by and through its Department of Housing and Urban Development, for federal funding of an Emergency Solutions Grants Program (ESG), under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Public Law 111-22) for Emergency Solutions Grant Program funds (hereinafter referred to as ESG) No. E-12-UC-48-000; CFDA No. 14.231;

WHEREAS, the Grantee and Subrecipient desire to enter into an agreement whereby the Grantee shall grant ESG funds to the Subrecipient for the purpose of providing homeless prevention, rapid re-housing assistance and relocation and stabilization services which are eligible expenses under the rules and regulations regarding ESG Program grant funds;

WHEREAS, the Subrecipient has submitted an application to the Grantee for FY 2012 ESG funds to provide a multi-faceted Program offering such services, in a manner satisfactory to the Grantee;

WHEREAS, the Subrecipient has stated its intention to ensure the completion and monthly submission of the Individual Eligibility Form in Exhibit A to document homeless prevention, rapid re-housing and stabilization services activities, in order to verify household income and that each person receiving homeless prevention, rapid re-housing assistance and relocation and stabilization services resides within the Grantee's service area;

WHEREAS, the Subrecipient has stated its intention to provide the required matching contribution to supplement the ESG Program in an amount that equals the amount of ESG funds provided by the Grantee

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, in consideration of the mutual covenants, agreements herein contained, it is agreed between the parties hereto that;

**I.
SCOPE OF SERVICE**

1.1 Activities

The Subrecipient will be responsible for administering an ESG Program Year 2012 funded program for Homeless Prevention, Rapid Re-Housing and Stabilization Services in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

The Subrecipient shall be responsible for the delivery of the following activities in connection with the provision of the above noted services. The Subrecipient's performance under these activities shall be measured in units of service as defined below. Services must include:

| <i>Activity 1</i> | <i>Unit Definition</i> | <i>Average Cost Per Unit</i> | <i>Total Units per Activity</i> | <i>Maximum Cost per Year</i> | <i>PY2012 Number Served</i> |
|-------------------|--|------------------------------|---------------------------------|------------------------------|-----------------------------|
| Rental Assistance | One unit = one (1) household receiving Financial Assistance for Homeless Prevention | \$4907.66 ESG Funds | 3 | \$14,723.00 ESG Funds | 6 |
| | One unit = one (1) household receiving Financial Assistance for Rapid Re-Housing | \$4907.66 ESG Funds | 3 | \$14,723.00 ESG Funds | |
| <i>Activity 2</i> | <i>Unit Definition</i> | <i>Average Cost Per Unit</i> | <i>Total Units per Activity</i> | <i>Maximum Cost per Year</i> | <i>PY2012 Number Served</i> |
| Case Management | One unit = one (1) household receiving Housing Stabilization and Relocation services | \$3,682.66 Agency Match | 6 | \$22,096.00 Agency Match | 6 |
| | | \$5,405.50 ESG Funds | | \$32,433.00 ESG Funds | |

By June 1, 2013, the Subrecipient shall begin to provide homeless prevention, rapid re-housing financial assistance housing stabilization and relocation services and to a minimum of 6 unduplicated eligible households.

1.2 Intake and Assessment

Case managers will use the Continuum wide assessment tool to review client situation, understand eligibility and begin the process of determining length of assistance. Any client assessed for potential assistance with ESG funds must meet the criteria to become eligible for homelessness prevention or rapid re-housing assistance. Any new client entering into shelter must also undergo a complete assessment to understand client needs and barriers and match the client to the most appropriate services provider. The following outlines the individual characteristics of clients qualifying for homelessness prevention or rapid re-housing.

1.3 Eligibility for Homelessness Prevention

Any client receiving assistance must have proof of residence within the Harris County service area.

Total household income must be below 30 percent of Area Family Income (AFI) for the area at initial assessment. Clients must provide documentation of household income, including documentation of unemployment and a zero income affidavit for clients without income.

All clients must meet the following HUD criteria for defining at risk of homelessness for individuals or families, unaccompanied children and youth or families with children and youth where youth are defined as up to age 25:

- Has moved because of economic reasons 2 or more times during the 60 days immediately preceding application for assistance (Individuals and Families)
- Is living in the home of another because of economic hardship (Individuals and Families)
- Has been notified that their right to occupy their current housing or living situations will be terminated within 21 days after the date of application for assistance (Individuals and Families)
- Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals (Individuals and Families)
- Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room (Individuals and Families)
- Is exiting a publicly funded institution or system of care (Individuals and Families)
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in Harris County's approved Con Plan (Individuals and Families)
- A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute (Unaccompanied children and youth)
- An unaccompanied youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her. (Families with children and youth)

1.4 Eligibility for Rapid Re-housing Assistance

Any client receiving rapid re-housing assistance must meet the HUD criteria for determining homelessness as either literally homeless, at imminent risk of homelessness, homeless under another federal statute, or fleeing/attempting to flee domestic violence. The two categories are listed below:

Category 1 – Literally homeless is an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 2 – Imminent risk of homelessness is an individual or family who will imminently lose their primary nighttime residence, provided that:

- Residence will be lost within 14 days of the date of application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks needed to obtain other permanent housing

Category 3 – Homeless under another federal statute includes unaccompanied youth under the age of 25 or families with children and youth, who do not otherwise qualify as under this definition but who:

- Are defined as homeless under another federal statute child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another Federal statute
- Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
- Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
- Can be expected to continue in such status for an extended period of time due to special needs or barriers.

Category 4 – Fleeing domestic violence includes any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing

1.5 Program Delivery

Subrecipient shall utilize its grant to provide the following; funding for rapid re-housing assistance and relocation and stabilization services which shall be limited to the following:

- Activity #1 Provide medium term homeless prevention and rapid re-housing rental assistance
- Activity #2 Provide security deposits
- Activity #3 Provide utility allowances
- Activity #4 Provide utility deposits

1.6 Levels of Accomplishment

| <u>Activity</u> | <u>Minimum Clients/Month</u> | <u>Minimum Clients/ Year</u> |
|-----------------|----------------------------------|----------------------------------|
| Activity #1 | 6 | 6 |
| Activity #2 | 6 | 6 |
| Activity #3 | 6 | 6 |
| Activity #4 | 6 | 6 |

1.7 Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against the levels of accomplishment required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

- 2.1 Services of the Subrecipient shall start on April 15, 2013 and end on July 31, 2014.

III. BUDGET AND ALLOCATION OF COSTS

3.1 Budget

| <u>Line Item:</u> | <u>FBC ESG Amount</u> | <u>Subrecipient Match</u> |
|------------------------|---------------------------|-------------------------------|
| Rental Assistance | \$29,446.00 | \$39,783.00 |
| Stabilization Services | | |
| Security Deposits | \$ 3,000.00 | |
| Utility Allowances | \$ 8,640.00 | |
| Utility Deposits | \$ 1,000.00 | |

| | | |
|-----------------------------|--------------------|---------------------|
| Case Management | \$16,793.00 | \$20,846.00 |
| Consummables/Supplies | \$ 3,000.00 | \$ 1,250.00 |
| SUB TOTAL | \$61,879.00 | \$61,879.00 |
| TOTAL PROGRAM BUDGET | | \$130,295.00 |

3.2 Any proposed reallocation of funds among various budget line items constitutes a budget revision. The Subrecipient shall provide written justification for budget revision on letterhead and signed by the Subrecipient's representative. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Grantee's Community Development Director. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. No more than two (2) budget revision requests shall be allowed during the contract period, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section II of this Agreement.

3.3 New line items constitute a budget revision and will be treated the same as a reallocation of funds.

3.4 An increase or decrease in funds constitutes a budget amendment and must be formally approved by the Grantee.

IV. DUTIES OF THE GRANTEE AND SUBRECIPIENT

4.1 The Subrecipient is responsible for administering an ESG-funded program in accordance with the scope and budget herein. The Subrecipient and the Grantee, through its Community Development Department Director, may by prior written agreement mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

4.2 The Subrecipient shall be responsible for administering a PY2012 ESG Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Program. The Subrecipient qualifies for the receipt and expenditure of such funding because the individuals served are homeless or at risk of becoming homeless and reside in the Fort Bend County service area.

4.3 The Subrecipient shall carry out activities with funds provided under this Agreement and shall meet one or more of the purposes of the ESG program, which include providing rapid re-housing and stabilization assistance to homeless individuals or households. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meets this purpose of the ESG program for each activity in each reporting period.

4.4 The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

4.5 The Subrecipient shall provide medium-term rental assistance for more than 3 months but not more than 12 months of rent. Rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project based rental assistance or operating assistance, through other public sources. Rental assistance cannot exceed the Fair Market Rent established by HUD. Grantee shall provide applicable established Fair Marketed Rent to the Subrecipient. Rent assistance cannot be provided without a rental assistance agreement between the Subrecipient and the owner of the unit being assistance with ESG funds. Program participants receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.

4.6 The Subrecipient shall provide stabilization services which include security and utility deposits and monthly utility allowances for the program participant as determined by the subrecipient. The cost of security and utility deposits and monthly utility allowances is covered under the ESG funds.

4.7 The Subrecipient shall provide case management services for program participants. The cost of administering the case management services that is not covered under the ESG funds is the responsibility of the Subrecipient and will be used to satisfy part of the match requirement of the ESG Program.

4.8 Housing assisted with ESG funds must be in compliance with HUD's standard of rent reasonableness in accordance with 24 C.F.R. 576.106(d). The Subrecipient shall perform rent reasonableness determinations for all housing units to be assisted with funds provided under this Agreement. The Subrecipient shall submit the rent reasonableness determination to the Grantee for review and approval. Before any rental assistance is provided, each housing unit shall have a rent reasonableness determination reviewed and approved by the Grantee. Assistance shall not be provided for units that exceed the Fair Market Rent (FMR) for the area.

4.9 Housing assisted with ESG funds must meet minimum habitability standards in 24 C.F.R. in accordance with 24 C.F.R. 576.403(c). The Subrecipient shall notify the Grantee of any and all units in need of habitability inspection. The Grantee shall perform habitability inspections for all housing units which are assisted with ESG funds. Before any rental assistance is provided, each housing unit shall be physically inspected and must meet minimum habitability standards. Assistance shall not be provided for housing units that fail to meet minimum habitability standards. Habitability inspections performed by the Grantee shall not preclude the Subrecipient from its responsibility to ensure that units are in compliance with minimum habitability standards.

4.10 Subrecipient must report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) in accordance with 24 CFR 576.400(f). Subrecipient shall use a database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. The Grantee shall facilitate the use of the HMIS provided by the Coalition for the Homeless for Houston/Harris County.

4.11 The Subrecipient must develop and implement written procedures to ensure the security and confidentiality of all records containing personally identifying information of any individual or family who applies for and/or receives Emergency Solutions Grant (ESG) assistance in accordance with 24 C.F.R. 576.500. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG shall not be made public, except with written authorization of the person responsible for the operation of the shelter. The address or location of any housing of a program participant shall not be made public, except as provided under a preexisting privacy policy of the Recipient or Subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

4.12 The Subrecipient must follow the standards for providing assistance with Emergency Solutions Grants (ESG) funds as required by 24 CFR 576.400 (e). These are initial standards that have been created in coordination with the Houston/Harris County Continuum of Care which includes Harris County, the City of Houston, Fort Bend County and the City of Pasadena.

The Grantee will provide these standards to the Subrecipient as they are developed. The standards represent goals for providing services for the community and the entire continuum, though the Grantee expects that the standards will become more expansive as the Grantee gains more experience with and collects more data from services provided with the Emergency Solutions Grants program. These standards are in accordance with the final rule for the definition of homelessness released by the U.S. Department of Housing and Urban Development on December 4, 2011.

4.13 Subrecipient shall provide support to clients for the full time necessary to stabilize that client and provide for the likelihood of positive housing outcomes after assistance.

4.14 As part of the requirement for comprehensive case management for housing stability, the Subrecipient shall complete, at a minimum, an in-person follow up with clients 30 days after exiting the program.

4.15 Grantee recognizes that high deposits for rental application and initial utility services is often an incentive for providing services or housing to clients with high barriers to housing or who may be seen as a risk. Subrecipient is allowed to include rental and utility deposits as part of the housing relocation and stabilization services. Security deposits can be for up to two months of rent for the client. Deposits may remain with the client if they are stably housed once the Subrecipient has completed providing assistance. If a client leaves a program before completing assistance or leaves their housing prior to completing case management, the subrecipient must track and return the deposit to the Grantee.

4.16 The Grantee will not fund multiple security deposits or multiple utility deposits for the same type of service for a client.

V. PAYMENT

5.1 It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Sixty One Thousand Eight Hundred Seventy Nine and No/Dollars (\$61,879.00). Drawdowns for the payment of eligible expenses shall be made on a monthly basis against the budget specified herein and in accordance with performance. Subrecipient shall submit a reimbursement request on or before the fifteenth (15th) day of the month for the costs incurred during the current month. Such invoices shall include any other documentation requested by the Grantee. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

5.2 Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110, Attachment F.

VI. NOTICE

6.1 Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

6.2 Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

| <u>Grantee</u> | <u>Subrecipient</u> |
|---|--|
| Marilynn Kindell, Director Fort Bend County Community Development Department 301 Jackson Street Richmond, Texas 77469 (281) 341-4410 | Gerald Eckert, MSW, Social Services Dir. The Salvation Army Social Service Office 2208 Main Street Houston, Texas 77002 (713)658-9215 |

VII. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations concerning the ESG

Program and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VIII. PROGRAM REQUIREMENTS

8.1 Matching Funds

The Subrecipient shall match the amount of ESG funds provided by Grantee under 42 U.S.C. 11375 as specified in 24 CFR 576.51. Funds used to match a previous ESG grant may not be used to match a subsequent grant award. The Subrecipient's match may be provided through matching funds or through voluntary efforts. The matching amount shall be calculated in accordance with 42 U.S.C. 11375(a)(3) by the following:

- Salary paid to staff to carry out the program.
- Time contributed by volunteers shall be consistent with those ordinarily paid for similar work in the Subrecipients organization. If the subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- Donated material or building, or of any lease, match amount will be determined by Grantee using a method reasonably calculated to establish a fair market value.

IX. GENERAL CONDITIONS

9.1 General Compliance

The Subrecipient agrees to comply with all applicants' federal, state and local laws and regulations governing the funds provided under this Agreement.

9.2 Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

9.3 Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the

Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

9.4 Workers' Compensation

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

9.5 Insurance & Bonding

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

The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

9.6 Grantor Recognition

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

9.7 Amendments

The Subrecipient and the Grantee, through its Director of the Fort Bend County Community Development Department may, by prior written agreement, mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

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

9.8 Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1.1 above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen percent (15%) of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

X.

ADMINISTRATIVE REQUIREMENTS

10.1 Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; for all costs incurred whether charged on a direct or indirect basis.

10.2 Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 576, and that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the ESG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
- f. Financial records as required by 24 CFR Part 576, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart F of 24 CFR 576.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after he/she has received final payment.

3. Property Records

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 576.53.

4. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the purposes of the ESG program which include the following: - 1) to help improve the quality of existing emergency shelters for the homeless; 2) to help make available additional emergency shelters; 3) to help meet the costs of operating emergency shelters and providing certain essential social services to

homeless individuals and; 4) to restrict the increase of homelessness through the funding of preventive programs and activities.

5. Close-outs

Subrecipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits.

10.3 Reporting & Payment Procedures

1. Budgets

The Subrecipient has submitted a budget to the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing Grantee policies.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred

by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

10.4 Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Any real property under Subrecipient's control that was acquired or improved in whole or in part with ESG funds must either be:

- a. In accordance with 24 CFR 576.53(a)(1) be maintained as a shelter for the homeless for not less than 3 years, except when major rehabilitation is involved for not less than 10 years;
- b. Maintained as a shelter for the homeless for the period during which such assistance is provided, in accordance with 24 CFR 576.53(a)(2);
- c. The Grantee in its sole discretion shall determine whether or not the building for which the funds under this agreement are used is being maintained as a shelter for the homeless;
- d. Further, if within five (5) years of the termination or expiration of this Agreement, the Subrecipient ceases to use any or all personal property attributable to ESG funds to meet a national objective, the personal property shall either revert to the Grantee or be disposed of in accordance with the applicable federal rules and regulations, including, but not limited to OMB Circular A-110, Attachment N.
- e. Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act (Tex. Ann. Civ. St. Art. 1396-1.01, et. seq.) or any other applicable statute.

2. OMB Standards

The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Travel

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

4. Relocation, Acquisition & Displacement

The Subrecipient agrees to comply with 24 CFR 576.59 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

**XI.
PERSONNEL & PARTICIPANT CONDITIONS**

11.1 Civil Rights

1. Compliance

Only in accordance with applicable federal law, the Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Stewart B. McKinney Homeless Assistance Act of 1988, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 112246 as amended by Executive Orders 11375 and 12086 and all other applicable requirements of 24 CFR 576 Subpart G.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines

necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.2 Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The County agrees to an exemption for the requirement of having an Affirmative Action Plan in place for The Salvation Army – Ft. Bend. The Salvation Army does agree to adhere to the Equal Employment Opportunity and Affirmative Action as listed in Sections 1.5-1.6 of their, USA Southern Territory - Employee Manual.

2. W/MBE

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

5. EEO/AA Statement

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

6. SubAgreement Provisions

The Subrecipient will include the provisions of Paragraphs VIII, Civil Rights, and B, Affirmative Action, in every SubAgreement or purchase order, specifically or by reference, so that such provisions will be binding upon each subSubrecipient or vendor.

11.3 Employment Restrictions

1. Prohibited Activity

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

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any subSubrecipients. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any subSubrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The

Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

The Subrecipient certifies and agrees that no Contractual or other disability exists which would prevent compliance with the requirements.

b. Notifications

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

c. SubAgreements

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

11.4 Conduct

1. Assignability

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

2. Hatch Act

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

3. Conflict of Interest

In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, the Subrecipient agrees to abide by the provisions of 24 CFR 576.57 with respect to conflicts of interest:

- a. No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives emergency shelter grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or
- b. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in 570.611 (d) and (e) of this chapter.

4. SubAgreements

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

5. Copyright

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

6. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized to support any inherently religious activities, such a worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 CFR 576.406(c).

XII. ENVIRONMENTAL CONDITIONS

12.1 Air and Water

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

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

12.2 Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

12.3 Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 576.57, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

12.4 Historic Preservation

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

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

XIII. INCORPORATION OF EXHIBITS

The following documents shall be a part of this Agreement:

- | | |
|-----------|--|
| Exhibit A | Individual Eligibility Form |
| Exhibit B | Certification of Contracts, Grants, Loans and Cooperative Agreements |
| Exhibit C | ESG Certifications |
| Exhibit D | Conflict of Interest Disclosure Form |

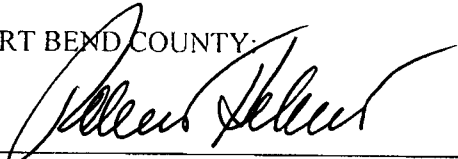
**XIV.
SEVERABILITY**

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

XV.
EXECUTION

This Agreement shall become effective upon execution by County.


FORT BEND COUNTY:


Robert E. Hebert, County Judge

Date

4-9-2013

ATTEST:

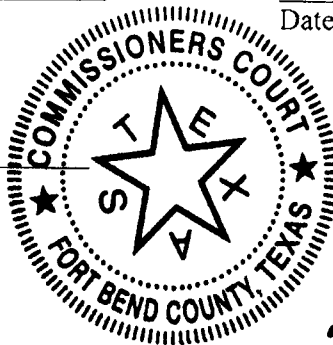

Dianne Wilson, County Clerk

APPROVED AS TO FORM:


Assistant County Attorney

Date

4/1/2013



APPROVED: COUNTY PROJECT MANAGER

Marilynn Kindell
Marilynn Kindell, Director
Fort Bend County Community Development Department

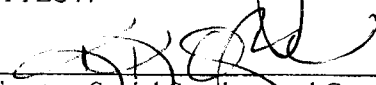
AGENCY: THE SALVATION ARMY, A GEORGIA CORPORATION

By 
Texas Divisional Commander

Date

3/28/13

ATTEST:


Director, Social Services and Community Corrections
Divisional HQ Keith R. Ogilvie

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$61,879.00 accomplish and pay the obligation of the Fort Bend County under this contract.

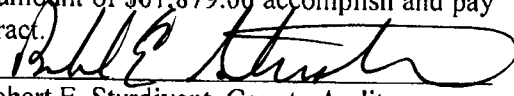

Robert E. Sturdivant, County Auditor

Exhibit A

EXHIBIT B
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 behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is 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 for entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Executed this 28th date of March, 20 13.

By 
(signature)
Lt. Colonel, Ken Luyk
(typed or printed name)
Texas Divisional Commander
(title, if any)

Covered Action: EMERGENCY SOLUTIONS GRANT PROGRAM
(type and identity of program, project or activity)

Exhibit C

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.


Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



Signature/Authorized Official

3/28/13

Date

Ken Luyk, Texas Divisional Commander

Printed Name and Title

EXHIBIT D

Conflict of Interest Disclosure Form

The ESG regulations at 24 CFR 576.404 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient that are receiving ESG funds and:

1. who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program; or
2. who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; or
3. have a financial interest in any contract, subcontract or agreement with respect to an assisted activity; or
4. have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one (1) year period following his or her tenure.

A disclosure of the nature of the conflict must be made at the time a proposal for ESG Program funds is submitted to the Fort Bend County Community Development Department.

X I certify that no conflict of interest exists between Fort Bend County and

The Salvation Army, a Georgia Corporation
(Name of Organization)

I certify that a conflict of interest exists between Fort Bend County and

(Name of Organization)

The nature of the conflict of interest is described below: (Please identify the individual, employment, and the conflict of interest [their affiliation with your organization]).

Signature of Authorized Agency Official

Date _____

Ken Luyk, Texas Divisional Commander
Typed Name and Title