### STATE OF TEXAS }

**COUNTY OF HIDALGO }**

**CITY OF MCALLEN }**

# BASIC AGREEMENT

This Agreement made and entered into on this the 10st day of June 2020, by and between the City of McAllen, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and LiftFund, Inc., hereinafter referred to as **"AGENCY".**

# WITNESSETH

**WHEREAS**, **AGENCY** desires to carry out eligible activities as described in the attached **EXHIBIT A: STATEMENT OF WORK**, of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program Entitlement Grant Regulations and covered in 24 CFR Part 570 and activities deemed as eligible under 24 CFR Subpart C.

**WHEREAS**, the **CITY** proposes to contract with **AGENCY** in order that the eligible activities described in **EXHIBIT A: STATEMENT OF WORK** can be carried out for the benefit of low and moderate income residents in the **CITY’s** jurisdiction and said activities will meet a National Objective as noted in 24 CFR Part 570.200(a)(1), 570.200(a)(2) and 570.201-.209

**NOW, THEREFORE, KNOW BY THESE PRESENTS:**  That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration which abide by 24 CFR Part 570.503 Agreement with Subrecipients, the **CITY** and the **AGENCY** do mutually agree as follows:

**SECTION I**

**Rules and Regulations**

**AGENCY** agrees to cooperate with the **CITY** in respect to the implementation of CDBG activities to be carried out by **AGENCY** pursuant to 24 CFR Part 570, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and other rules, regulations and decisions as may be made by HUD or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

**AGENCY** agrees to act as intermediary in the provision of assistance to private for-profit businesses, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project.

Information may be found at [www.ecfr.gov](http://www.ecfr.gov).

**SECTION II**

**Statement of Work**

**AGENCY** agrees to perform services as outlined in **Exhibit A: Statement of Work** for and in consideration of payment in the amount of «Dollar» Dollars ($«Dll\_Amt») and as delineated in **Exhibit B: Grant Budget/project milestones**.

**AGENCY** agrees to notify **CITY**, in writing, of any changes in its Statement of Work, or Grant Budget. **AGENCY** shall obtain approval, in writing, from **CITY** prior to commencing work on any changes made to the **EXHIBITS A-B.**

Time for performance for this Agreement shall be for a period of six (6) months beginning June 2020, and ending December 31, 2020, provided however obligations which specifically or by implication are to be performed after December 31, 2020 shall continue to be enforced after such date. **CITY** shall not be liable for costs incurred or performances rendered by **AGENCY** before commencement of this Agreement or after termination of this Agreement. Allowable costs will only be reimbursed for expenses incurred during the period of performance described in 24 CFR Part 570.503 and 2 CFR Part 200.309 (Period of Performance).

Statement of Work inclusive of schedule, milestones and budget and/or their modification adhere to requirements so enumerated in 24 CFR Part 570.502, 570.503(b)(1) and 2 CFR Part 200.308.

**SECTION III**

**Records and Reports**

**AGENCY** agrees to establish and maintain records and reports for a minimum of three years following the submission of the final report and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal agency or authority that may exercise jurisdiction over CDBG funds. Records include but are not limited to documentation that establishes that the service is designated for the benefit of low and moderate income persons who reside within the corporate limits of City.

**AGENCY** must remit to **City** a Monthly Activity Report by the 25th of each month.

**AGENCY** must remit all expenditure requests for payment no later than 30 days after December 31, 2020. Request for reimbursement submitted after January 31, 2021 may not be paid and **AGENCY** shall forfeit to **CITY** all unspent and non-requested funds. However, if **AGENCY** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **AGENCY** may amend time of performance.

**AGENCY** is required to maintain an active registration in the System of Awards Management (SAM) for the duration of this agreement. Further, **CITY** may require information necessary to complete the Federal Funding Accountability and Transparency Act (FFATA) or any other Grant specific report to be furnished by **AGENCY** as detailed in 2 CFR Part 200.300 (Statutory and National Policy Requirements).

Notwithstanding 2 CFR 200.337, **CITY** and **AGENCY** recipients shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality in accordance with 24 CFR Part 570.508.

**AGENCY** and **CITY** shall comply with 2 CFR Part 200.82 regarding Protected Personally Identifiable Information

Records, Record Keeping, Retention and Reports adhere to requirements so enumerated in 24 CFR Part 570.502, 570.502(a)(7), 570.503(b)(2), 570.506 and 570.507.

# SECTION IV

**Monitoring Visits**

**AGENCY** shall attend an orientation prior to the first draw of funds.

**CITY** shall provide a technical assistance seminar, if requested, and will follow **AGENCY’s** monitoring schedule as detailed in the Consolidated Plan and Strategy.

**CITY** will notify **Agency** no less than one week in advance of on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Parts 200.301 (Performance Measurement) and Part 328 (Monitoring and Reporting Program Performance) as well as 24 CFR Part 570.501(b), .502 and 503 (Grant Administration).

Subsequent to each monitoring visit, **CITY** shall provide **AGENCY** with a written report of the monitor’s determinations. If the monitoring report notes deficiencies in **AGENCY’s** performance under the terms of this Agreement, the monitoring report shall also include requirements for the timely correction of such deficiencies by **AGENCY**.

Failure by **AGENCY** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section VIII – Suspension and Termination.

In addition, **AGENCY** shall give **CITY**, HUD, Inspector General, the Comptroller General of the United States, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **AGENCY** pertaining to this Agreement as provided in 2 CFR Part 200.336 (Access to Records).

# SECTION V

**compensation, method of Payment, and Program Income**

**AGENCY** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as determined during orientation and monitoring visits. All necessary documentation such as canceled checks, paid invoices and time and attendance records, which include case numbers or other identification of beneficiaries, must be submitted with each request for payment. **City** may request additional documentation of expenditures from **AGENCY**, as deemed necessary by **City** or facilitated under 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and 24 CFR Part 570.502 – Applicability of Uniform Administrative Requirements.

**AGENCY** and **CITY** agree that, if applicable, program income generated from the use of CDBG funds shall be retained by the **AGENCY**. If the activity is partially assisted with CDBG funds, the **AGENCY** agrees to pro‑rate the gross income to reflect the percent of CDBG funds assisted in the activity. If generated, **AGENCY** is to provide to the **CITY** an account of program income on a monthly basis. Program income determinations are found at 24 CFR Part 570.500(a), 570.503(b)(3), 570.504 and 2 CFR Part 200.307

**CITY** is then required to report all CDBG program income earned, retained, and expended. The **AGENCY** shall be allowed to use program income for the same or similar activities as generated the program income. Failure of the **AGENCY** to report program income as required shall cause the **CITY** to require all program income to be returned to the **CITY**.

**AGENCY** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement**.**

**SECTION VI**

**Religious and political Activities**

**AGENCY** and **CITY** agree that none of the funds expended or activities undertaken shall be used in support of any sectarian, religious or political activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities in accordance with 24 CFR Part 570.200(j) and .207 – General Policies and Ineligible Activities, respectively.

**SECTION VII**

**Audit Requirements and financial management**

**AGENCY** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200.501 (Audit Requirements). Audits shall be conducted annually in accordance with 2 CFR Part 504 (Frequency of Audits). Applicability of audit requirements to CDBG program is noted in 24 CFR Part 570.502(a) and .610.

**AGENCY** agrees to furnish **CITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **AGENCY** hereunder.

However, if **AGENCY** expends Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal funds, **AGENCY** must, within nine (9) months, supply **CITY** with an audit of revenues and expenditures conducted by a Certified Public Accountant and compliant with 2 CFR Part 200.514 (Scope of Audit).

**AGENCY** acknowledges that aFinancial Auditshall be provided to **CITY** at the expense of the **AGENCY.** Audit shall be available to **CITY**, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR Part 200.336 (Access to Records).

If the **AGENCY** expends less than $750,000 per year in cumulative federal awards, then they are exempt from Part 200.501 for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entities, non-Federal Agency (**CITY)** and the General Accounting Office.

For the exempt **AGENCY**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the most recent fiscal year. Further, **AGENCY** agrees to cooperate with **CITY** relating to any inquiries regarding the audit.

It is understood that **CITY** and **AGENCY** have a fiduciary responsibility to meet Financial Management standards and practices so noted in 2 CFR Part 200.302 and as may be applicable under 24 CFR Part 570.502 and 570.610.

**SECTION VIII**

**Suspension and Termination**

**AGENCY** understands that this Agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 (A)(4) (Termination), if the **AGENCY** materially fails to comply with the provisions of this Agreement, the provisions so listed in **Exhibits A – C** or Program Management Standards recognized under 24 CFR Part 570.502, 503(b)(4) and .610.

If **AGENCY** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **AGENCY** violates the Agreements or any stipulations of this Agreement, then the **CITY** shall provide **AGENCY** written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of Agreement relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY, AGENCY** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **AGENCY**.

**AGENCY** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this Agreement by **AGENCY.** Further, **CITY** may withhold any payments to **AGENCY** for violations of federal regulations. Should the **CITY** become aware of any activity by **AGENCY,** which would jeopardize the **CITY’S** position with HUD or which would cause a payback of federal funds, then **CITY** may take appropriate action including injunctive relief against **AGENCY** to prevent the aforesaid transaction. Failure of the **CITY** to exercise any right shall in no way constitute a waiver by **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and **AGENCY**.

Except in cases of Termination of Grant for Convenience (24 CFR Part 570.509(e)) or Termination for Cause (570.509(f)), **CITY** will conform to grant closeout procedures noted in 570.509(a-d)

**SECTION IX**

**Assets**

**AGENCY** shall not purchase any item or asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner prescribed by **CITY**. **City** shall own all equipment purchased by **AGENCY** utilizing CDBG funds and furnished to **AGENCY** under this agreement until the equipment’s useful life has expired.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR Part 570.208 for a period of five (5) years after the submission of the final report or a longer period if so determined by the **CITY**.

**CITY’s** written approval must be obtained prior to the disposition of any asset improved or acquired in part or in whole with CDBG funds by **AGENCY. CITY** shall be reimbursed the full amount of the disposed value of the asset if the asset is sold.

**CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **AGENCY** no longer provides services shown on **Exhibit A: Statement of Work**.

Purchases of equipment of two hundred ($200) dollars or more in value will be labeled with a numbered **City** CDBG tag.

Reversion of Assets and its applicability is addressed in 24 CFR Part 570.502, 570.503 and 570.505. Furthermore, Real Property requirements are noted in 24 CFR Part 570.502, 570.503(b)(7), 570.505 and 2 CFR Part 200.311.

# SECTION X

**Indemnity Clause**

**AGENCY** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **AGENCY** or brought by any third person arising in any manner directly or indirectly from **AGENCY** programs, activities or events conducted pursuant to this Agreement.

# SECTION XI

**Procurement**

**AGENCY** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to CDBG-funded projects. The legal standards that will apply include the Procurement Standards of the City of McAllen, 2 CFR Part 200.317-.326 (Procurement Standards) and 24 CFR Part 570.502, as applicable. In such case as **AGENCY** has developed procurement standards governing its operation, **AGENCY** is required to follow the stricter of **AGENCY’s** or **CITY’s** procurement procedures.

**CITY’s** traditional procurement procedures are as follows: For purchases up to $999.99, **AGENCY** must provide invoice or receipt and cancelled check. For purchases of $1,000 but not exceeding $49,999.99, **AGENCY** must provide a minimum of three quotes on vendor letterhead, invoice or receipt and cancelled check. For purchases of $50,000 or more, **AGENCY** must use the competitive sealed bid procedure.

**AGENCY** is advised to contact **CITY** for assistance in connection with competitive bidding procedures. **AGENCY** must advertise no less than twice in a newspaper of general circulation. Advertisements must be separated by no less than seven calendar days. Sealed bids must be opened no less than eight calendar days after the second advertisement and bids shall only be awarded by **AGENCY’s** governing board, where applicable.

Non-traditional procurement, such as use of buy board, co-ops, or unit pricing, may be allowed when open and fair competition can be demonstrated. Such methods shall be acceptable when **CITY’s** written approval is obtained in advance of award selection.

**SECTION XII**

**Conflict of Interest**

**AGENCY** covenants that neither members of its organization or staff members who exercise influence on the decision‑making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in **Exhibit A: Statement of Work.** such requirement is listed in 2 CFR Parts 200.112 (Conflict of Interest) and 200.318(c)(1) (General Procurement Standards) and 24 CFR Part 570.611.

**AGENCY** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **AGENCY**'s organization or the **CITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A: Statement of Work** during their tenure.

**AGENCY** is responsible for repayment of funds associated with any Conflict of Interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in **Exhibit A: Statement of Work**.

**SECTION XIII**

**Legal Action and Venue**

**AGENCY** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **AGENCY**. **AGENCY** agrees to furnish to **CITY** any information with respect to such action or claim. **AGENCY** agrees not to take any action with respect to any legal action or claim sought against the **AGENCY** without the advice and consent of **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

# SECTION XIV

**MISCELLANEOUS BASIC ELEMENTS**

**Compliance with Laws and Regulations.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to local, state or federal law or regulation, as provided for in 24 CFR Part 570.

**Antidiscrimination/Affirmative Action and EEO.** This Agreement serves to maintain and enforce Antidiscrimination Laws, Affirmative Action and Equal Employment Opportunity regulations located in 24 CFR Part 8, 570.601, 570.602 and 570.607, Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, 41 CFR Part 60, 12 U.S.C 1701u and Executive Orders 11063, 11246 and 12086.

**Environmental Standards.** **CITY** shall maintain responsibility of ensuring Environmental Review is complete in accordance with 24 CFR Part 570.202, 503, 604, Part 58, 42 U.S.C 4001 et seq., and Section 104(g) of the Housing and Community Development Act prior to Agreement ratification. Notwithstanding activities listed in Exhibit A – Statement of Work, **CITY** shall not relinquish, nor shall **AGENCY**, incur expenses prior to completion of Environmental Review Record.

**Grant Closeout Procedures**. **AGENCY** shall provide timely and accurate financial and performance data such as to allow **CITY** to complete its assessment of the fiscal year. Procedures for closeout are noted in 24 CFR Part 570.509.

**Other Program Requirements**. Citations for Other Program Requirements are provided in 24 CFR Part 570.503(b)(5), 570.600-603, and 570.605-614.

**SECTION XV**

**Miscellaneous Provisions**

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **AGENCY**, and not otherwise.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

Reports and Notices shall be made to:

#### CITY OF McALLEN

Yvette Balderas, Director

Grant Administration Department

P.O. Box 220

McAllen, TX 78505-0220

Phone: (956) 681-1030

#### AGENCY

Name of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **AGENCY**. **CITY** may assign this Agreement without the consent of **AGENCY**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **AGENCY** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **AGENCY** in accordance with its terms.

**Section XVI**

**Enumeration of Contract Documents**

This Agreement shall be performed in accordance with, and subject to, the provisions of all documents enumerated herein or which may be attached hereto by written mutual consent of the contracting parties at any future date, and are hereby made a part of this Agreement unless otherwise provided for.

To comply with 24 CFR Part 270.503, the Agreement document so enumerated is:

1. Exhibit A: Statement of Work
2. Exhibit B: Grant Budget/PROJECT MILESTONES
3. Exhibit C: 2 CFR Part 200–Uniform administrative requirements, cost principles and audit requirements for federal awards

SECTION XVI

Effective Date

The effective date of this agreement shall be the 10st day of June 2020.

IN WITNESS THEREOF, **CITY** and **AGENCY** have executed two (2) conformed copies of this Contract as of the date first above written.

### CITY OF McALLEN

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

James E. Darling, Mayor

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

**ATTEST:**

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

 Perla Lara, City Secretary

**«Company\_Name»**

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

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

 Kevin Pagan, City Attorney

**EXHIBIT A**

**STATEMENT OF WORK**

**Services**

Funds will be used to provide loans to qualified business in order to retain jobs held by low-income persons. Loans shall be used for working capital and underwritten in accordance with program guidelines. Loans must appropriately retain Full-Time Equivalent positions held by low-income persons.

**Beneficiaries**

CDBG-CV funds will benefit twenty-five qualifying business with a focus on twenty (20) small business and five (5) microenteprises.

**Location**

LiftFund, Inc. headquarter is located at 2007 W. Martin St., San Antonio, TX 78207 with a local office 220 N. 10th St., Ste. 4506, McAllen, TX 78501

**Other Funding Sources**

* None

**Performance Measurement**

* Mitigate the effects of COVID-19 for McAllen businesses

**Exhibit B**

**Grant Budget/project milestones**

|  |  |
| --- | --- |
| **Type of Expenditure** | **Amount** |
| Small Business Loans (20) | $550,000 |
| Microenterprise Loans (5) | $150,000 |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **TOTAL** | **$ 700,000** |

|  |  |
| --- | --- |
| **Month of:** | **Accomplishment** |
| **Funds Expended** | **Beneficiaries Served** |
| July 2020 | 25% | 6 |
| September 2020 | 50% | 6 |
| November 2020 | 75% | 6 |
| No later than December 31, 2020 | 100% | 7 |

**EXHIBIT C**

[**PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=pt2.1.200&rgn=div5)

[Subpart A—ACRONYMS AND DEFINITIONS](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sp2.1.200.a&rgn=div6)

[Acronyms](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200.a.sg0&rgn=div7)



[Subpart B—GENERAL PROVISIONS](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sp2.1.200.b&rgn=div6)



[Subpart C—PRE-FEDERAL AWARD REQUIREMENTS AND CONTENTS OF FEDERAL AWARDS](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sp2.1.200.c&rgn=div6)



[Subpart D—POST FEDERAL AWARD REQUIREMENTS](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sp2.1.200.d&rgn=div6)

[Standards for Financial and Program Management](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200.d.sg1&rgn=div7)

[Property Standards](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1309.sg2&rgn=div7)

[Procurement Standards](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1316.sg3&rgn=div7)

[Performance and Financial Monitoring and Reporting](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1326.sg4&rgn=div7)

[Subrecipient Monitoring and Management](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1329.sg5&rgn=div7)

[Record Retention and Access](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1332.sg6&rgn=div7)

[Remedies for Noncompliance](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1337.sg7&rgn=div7)

[Closeout](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1342.sg8&rgn=div7)

[Post-Closeout Adjustments and Continuing Responsibilities](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1343.sg9&rgn=div7)

[Collection of Amounts Due](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1344.sg10&rgn=div7)



[Subpart E—COST PRINCIPLES](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sp2.1.200.e&rgn=div6)

[General Provisions](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200.e.sg11&rgn=div7)

[Basic Considerations](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1401.sg12&rgn=div7)

[General Provisions for Selected Items of Cost](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1419.sg16&rgn=div7)



**EXHIBIT C - Continued**

[**PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=pt2.1.200&rgn=div5)

[Subpart F—AUDIT REQUIREMENTS](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sp2.1.200.f&rgn=div6)

[General](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200.f.sg17&rgn=div7)

[Audits](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1500.sg18&rgn=div7)

[Auditees](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1507.sg19&rgn=div7)

[Federal Agencies](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1512.sg20&rgn=div7)

[Auditors](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1513.sg21&rgn=div7)

[Management Decisions](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=sg2.1.200_1520.sg22&rgn=div7)

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.ii&rgn=div9) |

 | [Appendix I to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.i&rgn=div9)—Full Text of Notice of Funding Opportunity |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.ii&rgn=div9) |

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| [Appendix II to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.ii&rgn=div9)—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.iii&rgn=div9) |

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| [Appendix III to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.iii&rgn=div9)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs) |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.iv&rgn=div9) |

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| [Appendix IV to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.iv&rgn=div9)—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.v&rgn=div9) |

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| [Appendix V to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.v&rgn=div9)—State/Local Governmentwide Central Service Cost Allocation Plans |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.vi&rgn=div9) |

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| [Appendix VI to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.vi&rgn=div9)—Public Assistance Cost Allocation Plans |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.vii&rgn=div9) |

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| [Appendix VII to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.vii&rgn=div9)—States and Local Government and Indian Tribe Indirect Cost Proposals |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.viii&rgn=div9) |

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| [Appendix VIII to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.viii&rgn=div9)—Nonprofit Organizations Exempted From Subpart E—Cost Principles of Part 200 |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.ix&rgn=div9) |

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| [Appendix IX to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.ix&rgn=div9)—Hospital Cost Principles |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.x&rgn=div9) |

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| [Appendix X to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.x&rgn=div9)—Data Collection Form (Form SF-SAC) |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.x&rgn=div9) |

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| [Appendix XI to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.x&rgn=div9)—Compliance Supplement |

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| [Appendix](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.x&rgn=div9) |

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| [Appendix XII to Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=88bbeebd718eb881469e39d7b990beb6&mc=true&node=ap2.1.200_1521.x&rgn=div9)—Award Term and Condition for Recipient Integrity and Performance Matters  |

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