

Emergency Sub-grant Agreement



SUB-GRANT AGREEMENT # 999000542-A

In accordance with the basic information and terms and conditions listed below Save the Children Federation, Inc. (hereafter referred to as "Save the Children") and enter into this sub-grant agreement.

**BASIC INFORMATION:**

1. Name of Sub-grantee: Webb County Commissioner's Court
2. Address: 1000 Houston St, Laredo, TX 78040
3. Telephone: 956-795-1515
4. Email address: afoiveros@webbcountytx.gov
5. Sub-grantee Representative Names: Judge Danny Valdez, Aliza Oliveros
6. Save the Children Representative Names: Sarah Wakeen, Sarita Fritzler
7. Save the Children Representative Telephone: 202-302-9739; 202-253-8649
8. Duration of Sub-grant: 30 days
9. Sub-grant Start Date: August 17<sup>th</sup>, 2014
10. Sub-grant End Date: September 20<sup>th</sup>, 2014

**TERMS AND CONDITIONS:**

- I. Save the Children hereby grants Webb County up to an amount of \$1580.00 for the purposes of paying the wages of Webb County Head Start staff who are working in Save the Children's Child Friendly Spaces.
  - a. It is understood that the entirety of the funds will be used for this purpose according to the following budget:

Shift I:	2:00pm-8:00pm*	Shift II:	10:00am-4:00pm*
	Mon-Fri		Saturday
<i>Hourly rate</i>	\$10	<i>Hourly rate</i>	\$10
<i>Hours per shift</i>	6	<i>Hours per shift</i>	6
<i>Staff costs per shift</i>	\$60	<i>Staff costs per shift</i>	\$60
<i>Number of staff</i>	1	<i>Number of staff</i>	1
<b>TOTAL COST PER DAY</b>		<b>\$60</b>	
<b>TOTAL COST PER WEEK</b>		<b>\$360</b>	

BUDGET	
Number of staff per shift	1
Staff cost per shift	\$60
Total staff cost per shift	\$60
Number of shifts	29
<b>TOTAL COST</b>	<b>\$1,740</b>
<i>Less underspend on previous grant</i>	<i>- \$160</i>
<b>TOTAL AMOUNT OF AWARD</b>	<b>\$1,580</b>

*\*Due to the unpredictable nature of this emergency, Save the Children appreciates the flexibility of the staff in adjustments to shift start and end times based on the urgency of the need.*

b. Child Friendly Spaces location:  
Holding Institute  
1102 Santa Maria Ave  
Laredo, TX 78040

2. Upon acceptance of this sub-grant, Save the Children will make a one-time advance payment of 100% of the total amount of the sub-grant agreement.
3. SC US requires a final report thirty days following the end of the project; such report to be a financial report by line item supported by a narrative report explaining how the goals identified in Item 1 have been achieved. Any unspent funds should be refunded or a request made for an extension of term and final report submission. The report for staff time will be in the form of signed timesheets. The report should be sent to the following address:

Save the Children Finance Contact:  
Save the Children Federation, Inc.  
Attn: Katie Hansen  
163 Old Todds Rd., Suite 175  
Lexington, KY 40509

SC Program Contact: Sarita Fritzler  
Contact Cell Phone: 202-253-8649  
Office Phone: 202-640-6807  
Fax Number: 202-640-6950

4. Please fill in the attached W9 form. This contribution may result in a 1099.
5. Please provide a copy of your tax exempt certificate, if applicable.
6. Beneficiaries: Program/project will directly serve 50 children.
7. By signing this agreement, you acknowledge that you have read and understand Save the Children's child safety policy (attached) and that you and your organization will follow it.

8. Limitations on Liability:

(a) SC-US shall not be liable for:

(i) any third party claims, losses and expenses that may arise from sub-grantee's negligent, recklessness or intentional act or omission that is related to or in connection with this agreement.

(ii) compensation for the death, disability, or other hazards which may be suffered by the employees, vendors, agents or other representatives of sub-grantee arising from sub-grantee's performance in connection with this agreement; and/or

(iii) any expenditure incurred by sub-grantee in excess of its contribution as specified in this agreement.

(b) SC has no obligation to provide other or additional support to the sub-grantee for implementation of the current program or for any other purposes.

9. Representations, Warranties, and Indemnities:

(a) Sub-grantee represents and warrants that: (i) it is authorized and has the right and ability to undertake the obligations as set forth in this Agreement, and (ii) it is properly registered in all jurisdictions as may be required to perform its obligations under this Agreement.

(b) Sub-grantee agrees to indemnify and hold SC, its trustees, officers, employees, agents and representatives (including volunteers) harmless from all claims, losses and expenses (including attorneys fees) claimed against or incurred by SC that arise from sub-grantee's negligent, recklessness or intentional act or omission that is related to or in connection with this Agreement. Further, no provision of this Agreement shall in any way inure to the benefit of any third-party so as to constitute such party as a third-party beneficiary of the agreement or any one or more of the terms here of, or otherwise give rise to any cause of action in any person or entity not a party to the agreement. This provision shall survive the termination of this agreement.

10. ZERO TOLERANCE FRAUD POLICY:

SCUS's Partners (i.e. Sub-awardees, partners, vendors, suppliers, consultants and others with whom we provide assets in exchange for services or products) must:

- a) not commit fraud or otherwise behave in a dishonest or corrupt manner while carrying out work on behalf of or in connection with SCUS.
- b) act in accordance with the spirit of this Policy.
- c) immediately report any suspicion of fraud, corruption, or dishonesty in whatever form relating to its work with SCUS to their SCUS key contact. Alternatively, reports may be made directly to SCUS' Compliance Officer at [hotline@savechildren.org](mailto:hotline@savechildren.org).
- d) preserve records required for an investigation.
- e) ensure that their employees and sub-contractors comply with this Policy.
- f) agree to fully and timely reimburse SCUS for all liabilities, losses, costs, penalties, charges or other amounts incurred by SCUS due to a violation or breach by a Partner of this Policy.

11. Thank you for all the hard work you are doing to help children affected by this emergency. Your efforts are truly appreciated and contribute directly to bringing normalcy back into children's lives.

Signed by: <u><i>Danny Valdez</i></u>	Signed by: <sup>DocuSigned by:</sup> <u><i>Jeanne-Aimee DeMarrais</i></u>
Print Name: <u>Danny Valdez</u>	Print Name: <u>Jeanne-Aimee DeMarrais</u>
Date: <u>8/26/14</u>	Date: <u>8/26/2014</u>

Save the Children Federation, Inc.

**NB: Two copies of this agreement should be signed; one retained by the recipient and the other retained by Save the Children.**

Attach: Emergency Sub-grant Progress Report, Child Safety Policy. For file: W-9, Tax-exempt Certification.