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STATE OF TEXAS §
COUNTY OF WEBB §

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2022 APR -8 PM 3:46

2022-2025 ARPA Sub-Award Assistant Grant Program Funding Agreement

WEBB COUNTY, TEXAS

By and Between
Webb County, Texas

BY ReH DEPUTY

And

Imaginarium of South Laredo

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State and Local Fiscal Recovery Funds program.

THE AMERICAN RESCUE PLAN ACT (ARPA) INTERIM FINAL RULE AND GUIDANCE PROVIDED BY THE FEDERAL GOVERNMENT ALLOWS AN AWARDEE, IN THIS CASE, WEBB COUNTY, TO SUB-AWARD ARPA FUNDS TO ORGANIZATIONS IN ORDER TO PROVIDE SERVICES THAT RESPOND TO THE COVID-19 PUBLIC HEALTH EMERGENCY OR ITS NEGATIVE ECONOMIC IMPACTS. THE DETERMINATION THAT A SERVICE MEETS THE ELIGIBLE ACTIVITIES UNDER THE AMERICAN RESCUE PLAN ACT FINAL INTERIM RULE; AND THE DECISION TO PROVIDE FINANCIAL ASSISTANCE TO AN ORGANIZATION'S MISSION WILL BE BASED UPON PRE-DETERMINED SCORING CRITERIA RESULTING IN RECOMMENDATIONS PRESENTED TO COMMISSIONERS COURT. THERE IS NO ENTITLEMENT TO COUNTY FUNDS BY ANY ORGANIZATION.

THIS NON-GOVERNMENTAL ORGANIZATION (N.G.O.) A.R.P.A. SUB-RECIPIENT AGREEMENT IS INTENDED TO PROVIDE OBJECTIVE STANDARDS, RULES AND MONITORING OF PUBLIC FUNDING BY WEBB COUNTY FOR THE ENTITY BEING FUNDED BY THE ACT FOR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY, FOR APPROPRIATE COMMUNITY NEEDS OF WEBB COUNTY

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through its County Judge, as authorized by its Commissioners Court, (hereinafter referred to as "County") and the **Imaginarium of South Laredo** a Texas Non-Profit Corporation - 501(c)(3), acting by and through Ms. Nora Murillo its Executive Director.

General Information:

- A. Project Title: ImagineExcellence Tutoring Program
- B. Please provide identified eligible category and sub category.
 - Eligible Category: 3. Services to Disproportionately Impacted Communities
 - Eligible Sub-Category: 3.1 Education Assistance: Early Learning

D. NGO Contact Person: Nora E. Murillo – Executive Director
Cell: (956) 286-1808

E. NGO (Non-Governmental Organization) Contact Person’s E-Mail and Telephone number:
(956) 728-0404 and E-Mail nmurillo@imaginariumstx.org

F. All NGOs (Non-Governmental Organization) that request a grant application award from the County shall be and are required to comply with and shall participate in providing proof of compliance with any and all special conditions and/or federal reporting requirements for the American Rescue Plan Act State and Local Fiscal Recovery Fund in order to ensure compliance.

G. Active System of Award Management- (SAM) System of Award Management Registration, confirmed.

H. NGO Sub Recipient DUNS Number: 806433769

I. NGO Sub Recipient Federal Tax ID Number: 74-2588661

Therefore, the above named party as a NGOs (Non-Governmental Organization) and Webb County do hereby mutually agree and contract as follows:

ARTICLE 1 SCOPE OF SERVICES

Imaginarium of South Laredo, covenants and agrees to provide their Webb County pre-approved Performance Statement set forth in the attached Exhibit “A” incorporated herein by reference as if set out in full during Webb County’s fiscal year, being March 23, 2022 through December 31, 2025.

ARTICLE 2 PERSONNEL AND EQUIPMENT

Imaginarium of South Laredo, agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the County other than as provided in Article 5. In addition, Imaginarium of South Laredo, shall provide all necessary equipment, supplies, vehicles, utilities and miscellaneous expenses incurred in performing the scope of services at no additional cost to the County other than as provided in Article 5.

ARTICLE 3 SUB-RECIPIENT MONITORING, SITE VISITS & ANNUAL REPORTS

Imaginarium of South Laredo as a Sub-recipient shall be required to agree to and comply with any and all ARPA Sub-Recipient Monitoring Procedures, as set forth below and shall also submit a detailed annual report to the **Webb County Economic Development Director**, the **Webb County Auditor** with copy of same to the **Webb County Treasurer**, which shall identify the

services delivered and expenses incurred under this agreement. First annual report shall be submitted to the County no later than March 23, 2023.

Annual Award Stage Risk Assessment

- Review sub-recipient's single audit report (CAFR).
- Review past and current performance as reported through the quarterly review process, both financial and performance statement.
- Quarterly reports- By the 15th of each month, at the end of each quarter, Sub recipient shall electronically submit to the Economic Development Department, quarterly reports of all expenditures of funds. These reports are due even if Sub recipient has no new activity to report during the month.
- Ensure applicable federal special conditions of grant award are passed down to the sub-recipient by requesting sub-recipient sign a document formally acknowledging in writing the receipt of, and agreement to comply with, the any and all Federal/State and/or program grant award special conditions.

Continuous analysis during grant award period

The Webb County Economic Development Department shall continuously analyze the administrative and programmatic performance of the sub-recipient through the following methods:

- Internal Controls (2CFR 200.303) – Ensure the sub-recipient provides reasonable assurance of sub-recipient compliance with federal statutes, regulations, and the terms and conditions of the federal award:
 - Sub-recipient must return signed acknowledgement of the terms and conditions of the sub- award to the prime grantee.
 - Sub-recipient must agree to evaluation and monitoring of their compliance with statutes, regulations, and terms and conditions of the sub award by allowing access to sub-recipient invoices, payroll, and financial records and/or financial statements, and the performance of on-site reviews of the sub-recipient's program operations.
 - Sub-recipient must take prompt action when instances of noncompliance are identified.
 - Sub-recipient must take reasonable measures to safeguard sensitive information consistent with applicable federal state, and local laws.
- Regular communication with sub-recipient stakeholders.
- Submit listing of expenditures to the Webb County Economic Development for approval before expenses have been made.
- Invoice review – ensure invoices are timely, accurate, and contain the appropriate backup documentation to support the expense. Make sure sales tax is not included in the invoice amount. For any questionable expense(s), request additional backup from the sub-recipient specific to the charge(s) prior to payment.
- Request financial reports from the sub-recipient that shows: sub award amount, invoice(s) submitted for reimbursement by sub award budget

- category, and remaining sub award amount after expenses. Ensure cumulative expenses do not exceed the total approved sub award amount and ensure the rate of spend is consistent with the timeline of the project.
- Review of any other financial or non-financial reports required by the sub award such as sub-recipient list of supplies and equipment purchased with grant funds.
- Coordination of sub-recipient budget revision requests, process, submission, and grantor approval.
- Documentation supporting sub-recipient monitoring efforts: e-mail correspondence, invoices, deliverables such as relevant data for quarterly progress report(s) and other supporting documentation.
- Request quarterly reports from the sub-recipient; collaborate with *Webb County Economic Development Department for review and approval.
- Follow up with sub-recipient regarding findings during annual sub-recipient site visit and request sub-recipient's resolution of site visit findings.
- For high risk sub awards, the following additional steps are and shall be mandatorily required:
 - Request additional supporting detail for all financial invoices and expenses in accordance with the sub award terms and conditions.
 - Document and retain communications regarding project performance.
 - Report any significant issues to Webb County Economic Development Department.
 - Further action could include: withholding payments, performing additional site visits, termination of the sub award.

Annual Site Visit

As a best practice, the Webb County Economic Development Department shall conduct not less than one annual site visit of all sub-recipients, no matter their level of risk.

- Process for On-site Monitoring of Administrative, Financial, and Programmatic elements of the sub award:
 - Webb County Economic Development Department will contact sub-recipient via e-mail to coordinate a site-visit date on the sub-recipient's premises that is an acceptable time for both, Webb County Economic Development Department and sub-recipient.
 - After site visit date and time is established, Webb County Economic Development Department will send, on letterhead, details of what the site visit will focus on such as: gathering assurance that the sub-recipient is compliant with federal statutes, regulations, and the terms and conditions of the federal award; invoice(s) and a detailed list of expenditures made with grant funds that will be reviewed while on site.
 - Opening/Entrance conference: Webb County Economic Development Department staff will begin the site visit with a meeting that includes the sub-recipient personnel participating in the site visit. The meeting will describe

- the reason for the site visit, review items to be discussed and supplies and equipment purchased with grant funds that will be seen.
 - During the site visit, staff will follow the Monitoring Checklist that satisfies the administrative and financial elements of the sub award.
 - Exit conference: Webb County Economic Development Department staff will end the site visit with a meeting that discusses the program and items purchased with grant funds. Any non-compliance issues will be brought to the attention of the sub-recipient.
- After the site visit, Webb County Economic Development Department will send, on letterhead, explanation of the items reviewed and whether the sub-recipient procedures satisfy the compliance standards for applicable federal and/or state statutes, regulations, and conditions of the federal award, and explanation of all findings related to sub-recipient compliance. Process for documenting Sub-recipient findings and procedures for follow-up on issues for resolution.
 - After the site visit, Webb County Economic Development Department staff will note findings and request sub-recipient provide the department with written documentation evidencing proof of the resolution of any issue(s) on the Sub-Recipient Site Visit Evaluation Report and on the Post-Site Visit letter. This report will be sent to the sub-recipient within one week of the site visit, the findings will be discussed during the Exit meeting.
 - Sub-recipient will have 30 days to respond in writing to the Webb County Economic Development Department with an acceptable plan for the successful resolution of issues/findings as a result of the site visit.
- Webb County Economic Development Department will review the sub-recipient resolution to the site visit findings, approve if adequate or require additional information if inadequate. All findings and resolutions will be filed in the grant/sub-recipient file.

Process for closing out sub awards

- The sub-recipient will be notified via e-mail by the prime grantee at six months and at three months prior to the grant end date that the grant is ending. **(December 31, 2025)**
- On or before 120 days prior to the Grant End Date, the sub-recipient will be notified in writing and via e-mail that they have 90 days after the Grant End Date to liquidate their encumbrance(s). At 120 days prior to the Grant End Date, the sub-recipient will be requested to provide confirmation via e-mail that sub-recipient will spend the entire sub award and liquidate all encumbrance(s) within the 90 day period after the Grant End Date.
- All final invoices must be submitted to Webb County Economic Development Department along with a final financial report that shows sub award amount, all invoices reimbursed by the grant, and the amount remaining in sub-award. Final

Reports –Sub-recipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term/**December 31, 2025**, a final report of all expenditures of funds. Failure of Sub recipient to provide a full accounting of funds expended under the Contract may result in the termination of the Contract and ineligibility to receive additional funds. If Sub recipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Sub recipient as the final report.

- **DEFAULT. If Sub-recipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, the sub-recipient shall be in default and Webb County may, in its sole discretion, de-obligate, withhold, or suspend any or all payments otherwise due or requested by Sub recipient hereunder, and/or initiate proceedings to terminate the Contract.**
- The following documents are typically required from the sub-recipient for close out by the date specified by the prime grantee:
 1. Final invoice(s)
 2. Final Financial Report
 3. Final expenditure report
- Webb County Economic Development Department shall performs a final desk audit of final invoices, final Financial Reports, and final Programmatic responses and, if necessary, may request additional supporting documentation.

ARTICLE 4 DURATION OF CONTRACT

This agreement shall be in effect for 2 years and 9 months beginning March 23, 2022 and ending December 31, 2025

ARTICLE 5 ARPA SUB-RECIPIENT FUNDING/COMPENSATION

Webb County shall fund Imaginarium of South Laredo, a total of \$90,000.00 for its services under this agreement, payable within a reasonable time of the Commissioners Court approval of this contract.

It is expressly understood and agreed by the parties hereto that the NINTEY THOUSAND DOLLARS (\$90,000.00) is subject to the availability of funds. This \$90,000.00 is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary. It is expressly agreed that **unless authorized by Webb County, absolutely none of the funds granted by this agreement shall be**

used for any payroll expenses, employee wages, benefits and or salaries and failure to comply with this provision is a material breach of this contract and may obligate Imaginarium of South Laredo to repay funds and/or disqualify Imaginarium of South Laredo from applying for this grant in the future.

**ARTICLE 6
NON-ASSIGNABILITY**

Imaginarium of South Laredo, shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of County.

**ARTICLE 7
ACCESS BY COUNTY TO RECORDS**

Imaginarium of South Laredo expressly agrees to maintain complete and accurate financial records of expenditures made by Imaginarium of South Laredo and as requested by the Commissioner's Court, the County Auditor, or their designee, shall make the records available to the Commissioners Court, County Auditor or their designees, for inspection and review. Additionally, Imaginarium of South Laredo shall permit representatives of the County, including but not limited to the County Auditor and independent auditor, access to the names, addresses, services rendered, and all other required documents related to the Imaginarium of South Laredo performance under this contract. All such required records shall be clearly identified and readily accessible to the County for three (3) years after final payment under this contract, or after termination of this contract, whichever is later.

**ARTICLE 8
COUNTY'S RIGHT TO TERMINATE**

This contract may be terminated by County at any time on 30 days written notice to Imaginarium of South Laredo and any remaining funds shall be returned.

**ARTICLE 9
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between the County and Imaginarium of South Laredo whether written or oral.

**ARTICLE 10
NON-DISCRIMINATION**

Imaginarium of South Laredo shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

**ARTICLE 11
INDEMNIFICATION**

Imaginarium of South Laredo shall indemnify and hold County, its officers, employees, and/or agents harmless from any and all costs, suits, damages and/or claims arising out of the performance of its duties under this agreement.

**ARTICLE 12
NOTICES**

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid as follows:

To County:

Mr. James Flores
Director of Economic Development
Ms. Tanya Guillen
Senior Grant Writer/Project Manager
1308 San Agustin Ave.
Laredo, TX. 78040
PH: (956)523-4609

To: N.G.O.

Imaginarium of South Laredo
Ms. Nora E. Murillo
Executive Director
5300 San Dario, Ste. 510
Laredo, Texas 78041

**ARTICLE 13
INCONSISTENCIES**

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

**ARTICLE 14
SEVERABILITY**

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 15
LAW OF TEXAS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

**ARTICLE 16
AMENDMENT**

No changes to this Agreement shall be made except upon approval by a majority of a quorum of the Webb County Commissioner's Court and by written agreement of both parties.

**ARTICLE 17
HEADINGS**

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

**ARTICLE 18
WAIVER**

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**ARTICLE 19
COUNTERPARTS**

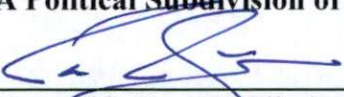
This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

**ARTICLE 20
TERMINOLOGY AND DEFINITIONS**

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

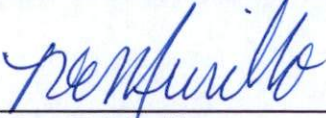
Signed in duplicate originals, both of equal force, on this the _____ day of _____, 2022.

WEBB COUNTY
A Political Subdivision of the State of Texas



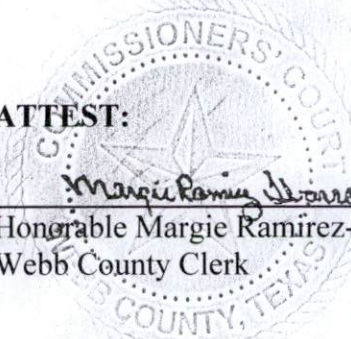

Honorable Tano E. Tijerina
Webb County Judge

IMAGINARIUM OF SOUTH LAREDO




Nora E. Murillo
Executive Director

ATTEST:

Honorable Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Ray Rodriguez, Asst. General Counsel
Webb County Civil Legal Division*

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s). Passed and Approved the 28 day of March 2022 Item No. 18.

Exhibit A Performance Statement

All activities funded with American Rescue Plan Act State and Local Recovery Funds must respond to the public health emergency and/or the negative economic impacts caused by the Coronavirus.

Contractor shall carry out the following activities; contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

Current Need:

The Imaginarium of South Texas aims to fill the gap in students' learning caused by COVID-19. Due to COVID-19, school districts were forced to provide remote learning for every student. Many students were not able to adapt to remote learning and due to lack of in person instruction, suffered setbacks in their academic progress. Teachers are discovering that some students lost at least a full year of instruction and academic growth through no fault of their own.

Activities:

Category: Services to Disproportionately Impacted Communities

Sub Category: Education Assistance: Early Learning

The Imaginarium of South Texas will be providing free tutoring services to students who are struggling in Science and Math. In order to make this possible, The Imaginarium is requesting \$30,000.00/year for three years, totaling \$90,000.00. The program, ImagineExcellence will offer free one-on-one (in person) tutoring to students from Title I schools in a fun learning environment. ImagineExcellence tutors will be students from Laredo College and Texas A&M International University in the fields of Science and Math. Each ImagineExcellence Tutor will work with one to two elementary students to assist them with the Science and Math concepts the students are struggling with.

All procurement must adhere to Federal Procurement Laws (Uniform Guidance Title 2 CFR Part 200). As per the Sub-Recipient Monitoring Policy, Goals and Procedure guidance provided, all reporting requirements are considered "Project Activities".

2022-2025 ARPA Sub-Award Assistant Grant Program Funding Agreement
By and Between
Webb County, Texas and Imaginarium of South Texas

Exhibit B
Budget

<u>Project Activities:</u>	<u>Contract Funds:</u>	<u>Other Funds:</u>	<u>Total Funds:</u>
ImagineExcellence Tutoring	\$90,000.00	\$0.00	\$90,000.00
<u>Breakdown (per year):</u>			
Salaries (5 tutors)	\$11,400.00	\$0.00	\$11,400.00
Administration (Prep Time)	\$7,200.00	\$0.00	\$7,200.00
Supplies and Materials	\$4,000.00	\$0.00	\$4,000.00
Equipment (Laptops/IPads)	\$7,400.00	\$0.00	\$7,400.00
Totals:	\$30,000.00	\$0.00	\$30,000.00