STATE OF TEXAS § AMERICAN RESCUE PLAN ACT BEXAR COUNTY § GRANT AGREEMENT

This American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Funds Funding Agreement (the "Agreement") is entered into and between BEXAR COUNTY, TEXAS ("COUNTY"), a political subdivision of the State of Texas, through its ARPA Office, and SAN ANTONIO FOR GROWTH ON THE EASTSIDE, INC ("BENEFICIARY" or "Grantee"), a 501(c)(3) non-profit organization in good standing and duly authorized to conduct business under the laws of the State of Texas (also, individually, a "Party" or, collectively, the "Parties"). The Parties agree as follows:

ARTICLE ONE
INTRODUCTION

1.01 On March 13, 2020, Texas Governor Greg Abbott ("Governor Abbott") issued a declaration of public health disaster in and for the State of Texas due to the COVID-19 pandemic, and on March 19, 2020, the Texas Department of State Health Services ("DSHS") issued a declaration of a public health disaster in the State of Texas. Governor Abbott’s and DSHS’s declarations of a public health disaster continue to remain in effect.

1.02 COUNTY received Coronavirus State and Local Fiscal Recovery Funds ("SLFRF Grant Funds"), established by the American Rescue Plan Act of 2021 ("ARPA"), enacted on May 10, 2021, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery in areas affected by COVID-19. COUNTY is required to follow the terms and conditions set forth in the SLFRF Grant Funds Award Terms and Conditions, attached as Exhibit "A".

1.03 ARPA, U.S. Department of the Treasury ("Treasury") rules, and associated guidance grant substantial discretion to jurisdictions to use the ARPA award funds in the ways that best suit the needs of their constituents – but limit eligible uses of SLFRF Grant Funds: to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and to make necessary investments in water, sewer, or broadband infrastructure.

1.04 Following guidance of Treasury, Bexar County Commissioners Court identified broad areas impacted by COVID-19, including impacts to households, businesses and/or nonprofits, and established an ARPA Office whose role was to develop related and reasonably proportional responses to the identified impacts of COVID-19 ("ARPA Office"). The ARPA Office reviewed proposals to determine if they were ARPA-funding eligible and fit within the Treasury-identified enumerated uses or if they would otherwise be eligible as a non enumerated use. Selected respondents were required to submit an application to assess the BENEFICIARY’S impact from COVID-19 along with other supporting information in order to allow the ARPA Office to review
and determine projects or proposed uses of funding to recommend to the Bexar County Commissioners Court as best suited to support or assist a more equitable recovery within Bexar County, an underserved community of disproportionately lower income households which were more directly impacted by the pandemic.

1.05 BENEFICIARY is an impacted nonprofit organization, in good standing, recognized under Internal Revenue Code Sections 501(c) (3) or 501(c) (19), currently operating in Bexar County and offering support to Bexar County residents and has requested the grant funding provided under this Agreement in order to administer a program ("Project"), as further described in Exhibit "B" and Exhibit "C". BENEFICIARY will provide services and BENEFICIARY will incur certain costs or expenses, which are eligible for SLFRF Grant Funds under Expense Category 2.30 Assistance to Small Businesses – Technical Assistance, Counseling, or Business Planning.

1.06 COUNTY has determined, following an evaluation of BENEFICIARY’s application for funds, that BENEFICIARY may receive SLFRF Grant Funds as a reasonable response to the negative economic impacts BENEFICIARY has endured from the COVID-19 pandemic. Bexar County Commissioners Court has determined that providing BENEFICIARY with funding is a necessary and appropriate expenditure of SLFRF Grant Funds received by COUNTY.

ARTICLE TWO
PURPOSE

2.01 BENEFICIARY agrees to administer the Project and perform all activities as further discussed in this Agreement and in accordance with the terms of the exhibits and addendums listed in Article 15. All exhibits and addendums are attached hereto and incorporated herein for all relevant purposes.

ARTICLE THREE
PAYMENT OF FUNDS

3.01 Subject to the terms and conditions of this Agreement, SLFRF Grant Funds will be paid by COUNTY to BENEFICIARY as one lump sum payment in the amount set forth in Exhibit "B" upon receipt of invoice and in accordance with the Texas Prompt Payment Act.

3.02 BENEFICIARY shall expend all SLFRF Grant Funds for Eligible Expenditures no later than September 30, 2026. BENEFICIARY will submit an Expenditure Report on a monthly basis no later than the 10th day after the close of each month in the formats detailed in Exhibit "D", along with sufficient documentation of eligible expenses incurred during the preceding month (e.g., receipts, invoices etc.) until the expenditure of all SLFRF Grant Funds or until September 30, 2026, whichever is earlier.

3.03 Within 10 business days of COUNTY’s written request, BENEFICIARY will refund to COUNTY any sum of money paid by COUNTY to BENEFICIARY that COUNTY has determined:

   a) Resulted in overpayment to BENEFICIARY;
b) Has not been spent by BENEFICIARY; or
c) Is not supported by adequate documentation to fully justify the expenditure or alternatively, is determined by COUNTY to be an expense or cost that is not qualified for SLFRF Grant Funds.

ARTICLE FOUR
FEDERAL FUNDING; BENEFICIARY OBLIGATIONS

Federal Funding

4.01 BENEFICIARY acknowledges that SLFRF Grant Funds will be used to fund this Agreement. BENEFICIARY agrees further that it will be bound by any applicable SLFRF Grant Funds Award Terms and Conditions, attached as Exhibit “A”, and such other rules, regulations, or requirements as Treasury may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the Parties hereto. BENEFICIARY will comply with all applicable federal law, rules, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and that any such changes will be automatically incorporated into this Agreement without written amendment hereto, and will become a part hereof as of the effective date of the rule, regulation or law. BENEFICIARY will also comply with all applicable state laws, regulations, executive orders, policies, procedures, guidance, directives, and FAQs which may be, or after execution become applicable to this Agreement.

4.02 BENEFICIARY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under ARPA. COUNTY has the sole right to determine whether to distribute funding and in what amount, based on guidance by Treasury.

4.03 Following is additional information concerning the funding for this Agreement pursuant to 2 CFR 200.332:

a) Federal Award Identification Number: SLFRP1970
b) Federal Award Date: March 3, 2021
c) Name of Federal Awarding Agency: United States Department of the Treasury
d) Total Amount of Federal Funds Obligated to BENEFICIARY by COUNTY including the current financial obligation: $100,000.00
e) CFDA Number: 21.027
f) BENEFICIARY Unique Entity Identifier from SAM.gov: PZE1GHBFMV6Y1

BENEFICIARY Obligations

4.04 Return of Funding. Should BENEFICIARY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, BENEFICIARY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the term of this Agreement or after.
4.05 **Conflict of Interest.** BENEFICIARY shall comply with all of the applicable conflict of interest provisions found in 24 CFR §570.611.

4.06 **Real Property/Personal Property.** BENEFICIARY understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by Treasury, this assurance obligates the BENEFICIARY, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the BENEFICIARY for the period during which it retains ownership or possession of the property.

4.07 BENEFICIARY agrees that SLFRF Grant Funds received pursuant to this Agreement will not be used to reimburse expenses for which BENEFICIARY is already receiving funds under a federal program.

**ARTICLE FIVE**

**RECORDS RETENTION REQUIREMENTS**

5.01 Pursuant to 2 C.F.R. § 200.337, BENEFICIARY will allow any duly authorized representative of COUNTY and any authorized oversight body - including but not limited to the Government Accountability Office, Treasury’s Office of Inspector General, and the Pandemic Relief Accountability Committee - at all reasonable times, to have access to and the right to inspect, copy, audit, and examine all books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed. BENEFICIARY will have a continuing obligation to cooperate with COUNTY and any authorized oversight body in the event of any audit, and will provide any documentation requested to substantiate all expenditures utilizing SLFRF Grant Funds provided under this Agreement. BENEFICIARY shall retain all documents relating to this Agreement for a period of five (5) years following termination of this Agreement.

5.02 **Open Records.** BENEFICIARY acknowledges that all information written, produced, collected, assembled, or maintained by BENEFICIARY pursuant to this Agreement that’s not subject to the confidentiality rules of the legal profession or applicable evidentiary privileges and employee confidentiality rights is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must be provided to citizens, public agencies, and other interested parties in accordance with the Texas Public Information Act. BENEFICIARY understands that COUNTY will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. BENEFICIARY is required to make any information created or exchanged with COUNTY pursuant to this Agreement, available in a format that is accessible by the public at no additional charge to COUNTY. A request to the BENEFICIARY for public information shall be communicated to COUNTY’s contact identified in this Agreement, by the close of business on the following business day after the request is received. BENEFICIARY shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Agreement, but shall respond to the requestor that the request has been forwarded to COUNTY.
for processing. After gathering all information that is responsive to the request, but in no event later than five (5) business days after receiving the information request, BENEFICIARY shall send the information to COUNTY. BENEFICIARY shall timely contact COUNTY if there will be any delay in sending the information request or responsive documents to COUNTY.

**ARTICLE SIX**
**TERMINATION AND DEFAULT**

6.01 COUNTY may suspend or terminate this Agreement for convenience with 30 days written notice, or may suspend or terminate this Agreement in accordance with 2 C.F.R. § 200.339 and 2 C.F.R. § 200.340. Costs during suspension or after termination may be paid as discussed in 2 C.F.R. § 200.343.

**ARTICLE SEVEN**
**REPRESENTATIONS, WARRANTIES AND COMPLIANCE WITH LAWS**

7.01 BENEFICIARY represents and warrants that:

a) There has been no adverse change in the conditions of BENEFICIARY or its operations from that described in information provided to COUNTY prior to the effective date of this Agreement. Information provided to COUNTY after the effective date of this Agreement will be complete and accurate as of the date shown on the document, and BENEFICIARY will provide written notice to COUNTY if the condition or operations of BENEFICIARY changes in a material or adverse way after the time that information is provided.

b) Any supporting financial statements ever provided or to be provided to COUNTY are complete, accurate and fairly reflect the financial condition of BENEFICIARY on the date shown on those statements and during the period covered, and that since that date, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of BENEFICIARY.

c) To BENEFICIARY'S knowledge, no litigation or proceedings are presently pending or threatened against BENEFICIARY relating to the Agreement or Project.

d) None of the provisions in this Agreement contravene or in any way conflict with the authority under which BENEFICIARY is doing business or with the provisions of any existing obligation or agreements of BENEFICIARY.

e) BENEFICIARY has the legal authority to enter into this Agreement and accept payments and has taken all necessary measures to authorize the execution of and the acceptance of payments under this Agreement.

7.02 BENEFICIARY also represents and warrants:

a) BENEFICIARY complies with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws. If BENEFICIARY or its subcontractors fail to comply with local, state and federal
equal employment opportunity and affirmative action rules, regulations and laws, BENEFICIARY may be barred from further contracts with COUNTY.

b) The following in accordance with Texas laws:

1. In accordance with Texas Government Code § 2271, BENEFICIARY does not boycott Israel, and will not boycott Israel during the term of the agreement;
2. In accordance with Texas Government Code § 2252, BENEFICIARY is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code;
3. In accordance with Texas Government Code § 2274, BENEFICIARY does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the agreement against a firearm entity or firearm trade association; and
4. In accordance with Texas Government Code § 2274, BENEFICIARY does not boycott energy companies and will not boycott energy companies during the term of the agreement.

Federal grant requirements

c) BENEFICIARY complies with the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.;) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§ 3601 et seq.;) Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Treasury’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Treasury’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Treasury’s implementing regulations at 31 CFR part 23.

d) BENEFICIARY acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with assurances regarding Title VI of the Civil Rights Act of 1964, as amended, agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the BENEFICIARY and any contractor, subcontractor, successor, transferee, and assignee:
The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits to, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.

e) BENEFICIARY is not a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. BENEFICIARY will furnish the certification attached hereto as Addendum A or an explanation of why it cannot provide said certification. The certification or explanation will be considered in connection with COUNTY’s determination whether to continue with this Agreement. BENEFICIARY shall provide immediate written notice to COUNTY if at any time BENEFICIARY learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BENEFICIARY further agrees by executing this Agreement that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts,” as set out in Addendum A, without modification, and this language under this Section 8.02(d), in all its subcontracts.

f) EXCLUDED PARTIES. By signing this Agreement, BENEFICIARY further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of Treasury, Office of Foreign Assets Control.

g) None of the funds provided under this Agreement shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any department, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the BENEFICIARY and each of its tiers have certified by their execution of the “Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements” attached hereto as Addendum B and incorporated herein for all relevant purposes. BENEFICIARY will furnish the certification attached hereto as Addendum B titled “Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements,” without modification, and will include the certification provision, in all its subcontracts.
h) BENEFICIARY agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170. BENEFICIARY will report the total compensation and names of its top five executives to COUNTY if:

1. More than 80 percent of annual gross revenues are from federal funds, and those revenues are greater than $25,000,000; and
2. The compensation is not already available through reporting to the U.S. Securities and Exchange Commission.

i) Pursuant to 2 CFR §200.216, BENEFICIARY and its contractors will not use funds under this Agreement for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hyterra Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

j) BENEFICIARY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ARTICLE EIGHT
INDEMNIFICATION

8.01 BENEFICIARY SHALL INDEMNIFY AND HOLD HARMLESS, TO THE EXTENT PERMITTED BY LAW, THE COUNTY, ITS PAST, PRESENT, AND FUTURE
ELECTED OFFICIALS, DEPARTMENT HEADS, EMPLOYEES, INSURERS, AND AGENTS (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST ALL LIABILITY, CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, PROCEEDINGS, SET-OFFS, LIENS, ATTACHMENTS, DEBTS, EXPENSES, JUDGMENTS, OR OTHER LIABILITIES, INCLUDING COSTS, REASONABLE FEES, AND EXPENSE OF DEFENSE, ARISING FROM ANY LOSS, DAMAGE, INJURY, DEATH, OR LOSS OR DAMAGE TO PROPERTY, OF WHATSOEVER KIND OR NATURE AS WELL AS FOR ANY BREACH OF ANY COVENANT IN THE AGREEMENT AND ANY BREACH BY BENEFICIARY OF ANY REPRESENTATIONS OR WARRANTIES MADE WITHIN THE AGREEMENT OR BENEFICIARY’S GRANT APPLICATION (COLLECTIVELY, THE "CLAIMS"), TO THE EXTENT SUCH CLAIMS RESULT FROM ANY ACT OR OMISSION, NEGLECT, WILLFUL ACTS, ERRORS, OR MISCONDUCT OF BENEFICIARY IN ITS PERFORMANCE UNDER THIS AGREEMENT OR ITS USE OF GRANT FUNDS.

ARTICLE NINE
INDEPENDENT CONTRACTOR

9.01 BENEFICIARY is an independent contractor and operator responsible to all third parties for its respective acts or omissions and COUNTY is in no way responsible for BENEFICIARY’s acts or omissions.

ARTICLE TEN
POLITICAL ACTIVITY

10.01 None of the performance under this Agreement may involve, and no portion of the funds received, may be used either directly or indirectly for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

ARTICLE ELEVEN
PUBLICITY; PUBLICATIONS

11.01 With COUNTY’s written approval, BENEFICIARY will publicize activities conducted by BENEFICIARY pursuant to this Agreement. In any news release, a sign, brochure, or other advertising medium disseminating information about the Project, BENEFICIARY will acknowledge COUNTY’s funding having made this Project possible.

11.02 All published materials and written reports submitted pursuant to this Agreement will be originally developed unless otherwise specifically provided in this Article. If BENEFICIARY uses material it did not originally develop in a report, however, that material must have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.
ARTICLE TWELVE
RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

12.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract and any responses, inquiries, correspondence and related material submitted by BENEFICIARY will upon receipt, become property of COUNTY as to the information in any of those material that is specific to COUNTY, but not as to BENEFICIARY’s pre-existing or out-of-scope materials, information or technology and related rights in intellectual property.

ARTICLE THIRTEEN
GENERAL CONTRACTUAL PROVISIONS

13.01 Amendments. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms of this Agreement will be by amendment in writing, dated subsequent to the date the Agreement, and executed by both Parties.

13.02 Changes in the Law. Changes in applicable local, state and federal rules, regulations or laws occurring during the term of this Agreement will be automatically incorporated into this Agreement without written amendment, as of the effective date of the rule, regulation or law.

13.03 Assignments. BENEFICIARY will not transfer, pledge or otherwise assign this Agreement, any interest in and to it, or any claim arising under it, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment will be void.

13.04 Waiver of Performance.
   a) No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, will not be construed as a waiver or relinquishment for the future of that covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement will be deemed to have been made or will be effective unless expressed in writing and signed by the Party to be charged.

   b) No act or omission of COUNTY will in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY under this Agreement, by law or in equity.

   c) No representative or agent of COUNTY may waive the effect of the provisions of Section 14.04.

13.05 Interpretation. If any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, then COUNTY will have the final authority to render an interpretation.
13.06 **Parties Bound.** This Agreement will be binding on and inure to the benefit of the Parties and their respective legal representatives, successors and assigns, except as otherwise expressly provided for in this Agreement.

13.07 **Gender.** Words of gender used in this Agreement will be construed to include the other gender, and words in the singular number will be construed to include the plural, unless the context otherwise requires.

13.08 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

13.09 **Applicable Law.** This Agreement will be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas. Exclusive venue for any litigation arising from this Agreement will lie in Bexar County, Texas.

13.10 **Legal Construction.** If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.

**ARTICLE FOURTEEN
NOTICES**

14.01 For purposes of this Agreement, all official communications and notices ("Notice") among the Parties will be sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

If to COUNTY: Bexar County Judge  
Bexar County Commissioners Court  
101 West Nueva, 10th Floor  
San Antonio, Texas 78205

With copies to: Governmental Affairs Director  
Bexar County ARPA Office  
101 West Nueva, Suite 809  
San Antonio, Texas 78205

If to BENEFICIARY: At the address identified on the Exhibit "B" to this Agreement

**ARTICLE FIFTEEN
ENTIRE AGREEMENT**

15.01 This Agreement constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the
subject matter of this Agreement will be deemed to exist or to bind the Parties unless it is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties. The following exhibits and addendums are attached and incorporated into this Agreement for all purposes:

a. Exhibit “A”- SLFRF Award Terms and Conditions
b. Exhibit “B” - BENEFICIARY Specific Terms
   • Exhibit “B-1”- HUD Qualified Census Tract Map
c. Exhibit “C” – Program Information
d. Exhibit “D” – Program Budget
e. Exhibit “E”- Certified Expenditure Report
f. Addendum “A” - Certification Regarding Debarment, Suspension and Other Responsibility Matters
g. Addendum “B” - Certification Regarding Lobbying For Contracts, Grants, Loans, and Cooperative Agreements

ARTICLE SIXTEEN
COMMISSIONERS COURT AUTHORIZATION

16.01 This Agreement was approved by Order of the Commissioners Court dated [March 7, 2023] authorizing the County Judge to execute this Agreement on behalf of COUNTY. The SLFRF Grant Funds provided pursuant to this Agreement are expressly subject to the fulfillment by BENEFICIARY of all of the terms and conditions described herein.

[Signature Page to Follow]
THIS AGREEMENT IS EXECUTED THIS 7 DAY OF March, 2023.

COUNTY OF BEXAR

By: [Signature]

PETER SAKAI
County Judge

SAN ANTONIO GROWTH FOR THE EASTSIDE, INC.

By: [Signature]

RUSSELL LEDAY
Chief Financial Officer

Date: 2-3-2023

APPROVED AS TO LEGAL FORM:

Digitally signed by Calderon, Gerard A.
DN: cn=Calderon, Gerard A.,
email=gcalderon@bexar.org
Date: 2023.02.03 15:32:06 -06'00'

By: Gerard A. Calderon
Assistant Criminal District Attorney, Civil Division

APPROVED AS TO FINANCIAL CONTENT:

By: [Signature]

Leo S. Caldera, CIA, CGAP
County Auditor

By: [Signature]

David Smith
County Manager

APPROVED:

By: [Signature]

Melissa Shannon
Government Affairs/ARPA Office Director
Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative: Nelson M. Wolff
Title: County Judge
Date signed: 05/11/2021

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.
1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(e) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(e) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Preaward Costs. Preaward costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
   b. Federal regulations applicable to this award include, without limitation, the following:
      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart 1) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.


ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(iv)(III) of the Act, as applicable.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [as being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”


a. Any funds paid in excess of the amount to which Recipient is finally determined to be entitled under the terms of this award or (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(c) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(b).

15. Disclaimer.
a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving Federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive order directives such as Executive Order 13166, directives, circulars, policies, memorandums, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of their national origin, have Limited English Proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall implement reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 30 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assigns for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assigns to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its implementing regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assigns:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from participation, denial of the benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal
financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury of Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

County of Bexar
Recipient

[Signature of Authorized Official]

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.
EXHIBIT “B”

BENEFICIARY SPECIFIC TERMS

BENEFICIARY’s Name/Address: San Antonio for Growth on the Eastside, Inc.
Robert Melvin, President & Chief Executive Officer
220 Chestnut
San Antonio, Texas 78202

BENEFICIARY’s Operations: SAGE serves as an economic development resource for current business owners and potential new businesses moving into our Eastside community.

As Promise Zone partners, SAGE champions investments that improve the quality of life for individuals, families, neighborhoods and businesses on San Antonio’s Eastside.

We are dedicated to reversing decades of disinvestment, expanding opportunity for all Promise Zone residents, and improving the quality of life on the Eastside.

Authority: Funds provided under this Agreement are appropriated under the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), established by the American Rescue Plan Act of 2021 (“ARPA”) enacted on May 10, 2021, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery in areas affected by COVID-19.

SLFRF Expenditure Category: Assistance to Small Business – 2.30 Technical Assistance, Counseling or Business Planning:

As noted by the Treasury, small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic’s effects.

Treasury presumes that small businesses are disproportionately impacted by the pandemic: Small businesses operating in Qualified Census Tracts

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule: Technical assistance, business incubators & grants for start-up or expansion costs for small businesses

Eligible Expenditures: By executing this Agreement, BENEFICIARY specifically agrees to use SLFRF Funds provided to BENEFICIARY under this Agreement only for the following expenditures and in accordance this Agreement and all attached exhibits: SLFRF Grant Funds are to be used for BENEFICIARY’s operating expenses, which include, but are not limited to: payroll and employee benefits; rent or mortgage; utilities; inventory; supplies; professional licensing costs; and licenses and permits. SLFRF Grant Funds provided under this Agreement must not be used for expenses other than BENEFICIARY’s operations, including, but not limited
to: payment of debt unrelated to BENEFICIARY’s operations, such as personal credit cards for purchases not associated with the BENEFICIARY’s operations; personal expenses such as travel unrelated to BENEFICIARY’s operations; and any expenses specifically prohibited under ARPA.

Term: The term of the Agreement with BENEFICIARY will commence upon contract execution and will terminate on September 30, 2026. All underlying Eligible Expenditures must be incurred after March 3, 2021, and by September 30, 2026. For purposes of this Agreement, a cost is “incurred” when BENEFICIARY has expended funds to cover the cost. The obligations of the Parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement (including, without limitation, the warranties, indemnification obligations, and record keeping requirements) shall survive any such expiration or termination.

Compensation: COUNTY will provide SLFRF Grant Funds to BENEFICIARY in an amount not to exceed ONE HUNDRED THOUSAND DOLLARS and NO CENTS ($100,000.00) for Eligible Expenditures. All SLFRF Grant Funds provided pursuant to this Agreement shall be expended no later than September 30, 2026.
2022 and 2023 Small DDAs and QCTs

The 2023 Qualified Census Tracts (QCTs) and Efficient Development Areas (DDAs) are effective January 1, 2023. The 2023 designations use population and built boundaries from the 2020 Decennial Census. The designation methodology is explained in the Federal Register notice published October 24, 2022.
### EXHIBIT “C”
Bexar County
ARPA Local Fiscal Recovery Funds

**PROGRAM INFORMATION**

<table>
<thead>
<tr>
<th>Grantee Name</th>
<th>San Antonio for Growth on the Eastside, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>Transformative Growth on the Eastside</td>
</tr>
<tr>
<td>Project Address</td>
<td>220 Chestnut, San Antonio, TX 78202</td>
</tr>
<tr>
<td>Priority Area</td>
<td>Economic Stability</td>
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<tr>
<td>Sam.gov Unique ID: PZE1GBFMV6Y1</td>
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</tr>
<tr>
<td>Award #/Contract ID</td>
<td>10.24.2022.SAGE</td>
</tr>
<tr>
<td>Award Date</td>
<td>October 24, 2022</td>
</tr>
<tr>
<td>Award Amount</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Project Description</td>
<td>Provide enhanced and comprehensive business development programs/services necessary to increase the resiliency and success of local small businesses</td>
</tr>
<tr>
<td>Project Website</td>
<td>NA</td>
</tr>
<tr>
<td>QCT^ (Qualified Census Tract)</td>
<td>YES ☑</td>
</tr>
<tr>
<td></td>
<td>NO ☐</td>
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<tr>
<td>IDENTIFY:</td>
<td>1919</td>
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**FEDERAL AWARD INFORMATION**

<table>
<thead>
<tr>
<th>Federal Award Information Number (FAIN):</th>
<th>SLFRP 1970</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awarding Agency</td>
<td>Department of Treasury</td>
</tr>
<tr>
<td>CFDA #:</td>
<td>21.027</td>
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<tr>
<td>Federal Award Information Number (FAIN):</td>
<td>SLFRP 1970</td>
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</tbody>
</table>
## PERFORMANCE REPORT

<table>
<thead>
<tr>
<th>Performance Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance End Date</td>
</tr>
</tbody>
</table>

### Project Status (Select one below)

- [ ] Not Started
- [ ] Completed less than 50%
- [ ] Completed 50% or more
- [ ] Completed 100%

## FISCAL REPORT

<table>
<thead>
<tr>
<th>Total Expenditures to Date</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Month Expenditures</td>
<td>$0</td>
</tr>
</tbody>
</table>

$ allocated to evidence-based interventions* $0

Has a program evaluation been conducted?
- [ ] Yes
- [ ] No
- [ ] Not Yet

## EXPENDITURE CATEGORY

- [ ] Public Health Response
- [x] Negative Economic Impact
- [ ] Services to Disproportionately Impacted Communities
- [ ] Premium Pay
- [ ] Infrastructure
- [ ] Administration

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities

Expenditure Sub Category #

2.30 – Technical Assistance, Counseling or Business Planning
## SERVICES TO DISPROPORTIONATELY IMPACTED COMMUNITIES

<table>
<thead>
<tr>
<th>Project Demographic Distribution (EC 1.1-2.37)</th>
<th>What Impacted and/or Disproportionally Impacted population does this project primarily serve? Please select the population primarily served. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CATEGORY</td>
<td>IMPACTED</td>
</tr>
<tr>
<td>Assistance to Small Businesses</td>
<td>Small businesses that experienced a negative economic impact of the pandemic</td>
</tr>
<tr>
<td></td>
<td>Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)</td>
</tr>
<tr>
<td></td>
<td>□ Small businesses economically impacted by the pandemic (please specify)</td>
</tr>
<tr>
<td></td>
<td>□ Small businesses disproportionately impacted by the pandemic (please specify)</td>
</tr>
</tbody>
</table>

## PROJECT DEMOGRAPHIC DISTRIBUTION

This report must describe efforts to promote equity and distributed to targeted marginalized communities. Funding for a project will count as being targeted towards economically disadvantaged communities if the funding is spent one of the following:

- A program/service provided at a physical location in a Qualified Census Tract (QCT)  
  (For multi-site projects, if a majority of sites are within QCT).  
  List Census Tracts: 1919

- A program/service where the primary intended beneficiaries live within a QCT.  
  List Census Tracts:

- A program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for Bexar County.

- A program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.
<table>
<thead>
<tr>
<th><strong>Public Health and Negative Economic Impact (EC 1.1-3.5)</strong></th>
<th><strong>Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SAGE will implement a transformative growth plan focused on 1) connecting the Eastside’s small businesses to the capital, resources and capacity building they need to recover from the pandemic, and in the long-term, be resilient, aligned with best practices and positioned for success 2) proactively driving economic development by advancing the Eastside’s social and economic vibrancy to increase the quality of life of our residents, businesses and visitors 3) highlighting and enhancing the Eastside’s unique offerings, cultural richness and opportunities for investment. Similar to intentional investments in Port Tech, Brooks, Centro and Prosper West that have made these institutions impactful in their community, this investment in place-based transformative growth on the Eastside will usher the community into an exciting future where all current and future residents, businesses and organizations can thrive. Throughout this grant period, we intend to deepen and expand our commitment to our community across our organization, increasing our internal capacity to implement a place-based approach, which delivers on a collective of visionary, cohesive and comprehensive best practices and strategies that fuel and sustain growth on the Eastside.</td>
</tr>
</tbody>
</table>

**Brief description of how a recipient’s response is related and reasonably proportional to a public health or negative economic impact of COVID-19**

Provide enough information to identify the public health or economic impact experienced, who the program and/or service is being provided to, and what services are being provided.

In San Antonio, the COVID-19 pandemic has only magnified our community disparities. Since the start of the pandemic, total small business revenue and the number of small businesses open in San Antonio decreased by 45% and 35%, respectively (COSA, 2021). During this crisis, Black-owned businesses in San Antonio were overrepresented in deeply impacted, neighborhood-based industries such as food services, laundry services, and retail. Hispanic-owned businesses were also significantly impacted, heavily represented in industries that have struggled due to lower consumer and nonessential business spending, including construction, merchant wholesale, and truck transportation.

In 2020, SAGE’s Back Office Program (SBOP) was expanded to deliver COVID-19 relief and recovery services to small for-profit businesses suffering from COVID with no-cost one-on-one business advising services to help increase access to capital and the capacity of our businesses to function effectively and
efficiently. Since the expansion, SAGE has helped over 3,000 small businesses learn about, prepare for, and apply for emergency relief grant programs and other financial resources.

| Small Business Economic Assistance (EC 1.8, 2.29-2.33) | # of small businesses served by program (by program if recipient establishes multiple separate small business assistance programs) |
EXHIBIT "D"

BEXAR COUNTY
PROGRAM BUDGET WORKSHEET
Program Revenue and Expenses

---

<table>
<thead>
<tr>
<th>GRAM REVENUE CATEGORIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ice Fee</td>
<td>...</td>
</tr>
<tr>
<td>LSS</td>
<td>270,000.00</td>
</tr>
<tr>
<td></td>
<td>30,000.00</td>
</tr>
<tr>
<td></td>
<td>50,000.00</td>
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<td>50,000.00</td>
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<tr>
<td></td>
<td>1,000,000.00</td>
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<table>
<thead>
<tr>
<th>PROGRAM BUDGET CATEGORIES</th>
<th>Bexar County Funding Request</th>
<th>% of Funding</th>
<th>Other Funding Source</th>
<th>% of Funding</th>
<th>Total of Line Item</th>
<th>Expenditure Justification</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>55,000.00</td>
<td>17%</td>
<td>270,000.00</td>
<td>61%</td>
<td>325,000.00</td>
<td>Program Director - 59,000; Program Manager - 216,250; Bookkeeper - 50,000</td>
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<tr>
<td></td>
<td>13,750.00</td>
<td>15%</td>
<td>29,750.00</td>
<td>45%</td>
<td>45,500.00</td>
<td>Program Director - 22,700; Program Manager - 24,875; Bookkeeper - 50,250</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0%</td>
<td>5,500.00</td>
<td>100%</td>
<td>5,500.00</td>
<td>Local travel/mileage</td>
</tr>
<tr>
<td>Home/Cell Phone/Internet</td>
<td>2,000.00</td>
<td>3%</td>
<td>50,000.00</td>
<td>97%</td>
<td>60,000.00</td>
<td>Telephone and internet services</td>
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<td></td>
<td>5,000.00</td>
<td>27%</td>
<td>13,566.67</td>
<td>73%</td>
<td>10,166.67</td>
<td>Promoting the project through various outlets and sponsors</td>
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<tr>
<td></td>
<td>6,500.00</td>
<td>74%</td>
<td>2,250.00</td>
<td>26%</td>
<td>0,750.00</td>
<td>Providing public relations assistance to the clients</td>
</tr>
<tr>
<td>Instruction Fees (i.e. non-salaried)</td>
<td>3,750.00</td>
<td>3%</td>
<td>203,466.66</td>
<td>97%</td>
<td>217,216.66</td>
<td>CPA firm to assist with accounting package</td>
</tr>
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<td></td>
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<td>0%</td>
<td>200,000.00</td>
<td>100%</td>
<td>200,000.00</td>
<td>Grants to small businesses</td>
</tr>
<tr>
<td></td>
<td>10,000.00</td>
<td>0%</td>
<td>122,666.67</td>
<td>92%</td>
<td>122,666.67</td>
<td>Administrative fees @ 10% of grant for utilities, rent, supplies, admin staff</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100,000.00</td>
<td>900,000.00</td>
<td>90%</td>
<td>1,000,000.00</td>
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<tr>
<th>ING DIFFERENTIAL</th>
<th>Bexar County Funding Request</th>
<th>Other Funding Sources</th>
<th>90%</th>
</tr>
</thead>
</table>

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n Antonio for Growth on the East Side, Inc.  
Page 29 of 37
### BEXAR COUNTY
### STAFF FUNDING BREAKDOWN WORKSHEET

<table>
<thead>
<tr>
<th>Annual Salary / Rate of Pay (Exclude fringe and other benefits)</th>
<th>% of Time Spent on Program</th>
<th>BC %</th>
<th>Fringe Benefits (Include only FICA &amp; SSI)</th>
<th>% of Time Spent on Program</th>
<th>BC %</th>
<th>Additional Benefits (Include health, dental, vision, life, &amp; other benefits)</th>
<th>% of Time Spent on Program</th>
<th>BC %</th>
<th>Total Compensation</th>
<th>% of Time Spent on Program</th>
<th>Total Requested Amount</th>
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<tr>
<td>$ 90,000.00</td>
<td>10%</td>
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<td>$ 9,000.00</td>
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<td>$ 1,124.00</td>
<td>10%</td>
<td></td>
<td>$ 251.00</td>
<td>10%</td>
<td>$ 103,750.00</td>
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<td>$ 65,000.00</td>
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<td></td>
<td>$ 16,250.00</td>
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<td>$ 2,029.00</td>
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<td>$ 1,401.00</td>
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<td>$ 30,000.00</td>
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<td>$ 3,747.00</td>
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<td>$ 55,250.00</td>
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<td>$ 6,950.00</td>
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<td>$ 71,000.00</td>
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19,750.00
EXHIBIT "E"
CERTIFIED EXPENDITURE REPORT

| Agency Name: | San Antonio for Growth on the Eastside, Inc. |
| Program:     | Transformative Growth on the Eastside       |
| Invoice #:   | Date:                                       |

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<th>AMOUNT</th>
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SUBTOTAL

TOTAL INVOICE

By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared By: ___________________________ Date: ______________

Approved By: __________________________ Date: ______________

COUNTY USE ONLY

Reviewed by County ___________________ Date: ______________

Approved by County ___________________ Date: ______________
ADDENDUM “A”

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

(e) Will submit to Bexar County information about each proceeding that occurs during this Agreement Term or during the recordkeeping period that:
   (1) Is in connection with this award;
   (2) Reached its final disposition during the most recent five year period; and
   (3) Is one of the following:
       i. A criminal proceeding that resulted in a conviction, as defined below;
       ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
       iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damage in excess of $100,000; or
       iv. Any other criminal, civil, or administrative proceeding if:
           1. It could have led to an outcome described in this section (e) paragraph (3) items (i) – (iii) of this award term and condition;
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (e) of this certification the following definitions apply:

i. An “administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. A “conviction”, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned BENEFICIARY is unable to certify to any of the statements in this certification, such BENEFICIARY shall attach an explanation of why it cannot provide said certification to this Agreement.

The undersigned BENEFICIARY further agrees and certifies that it will include the below clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Subcontracts/Lower Tier Covered Transaction,” without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION — SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS"

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]
Printed Name: ____________________________________________
Title: _____________________________________________________
Date: _____________________________________________________

This certification is a material representation of fact upon which reliance is placed when Bexar County awards the grant. If it is later determined that BENEFICIARY knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, Bexar County may terminate this Agreement for cause or default.

BENEFICIARY:

By: [Signature]

Name: Russell LeDay
Title: Chief Financial Officer
Date: 2-3-2023
ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all BENEFICIARYs shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**BENEFICIARY:**

By: [Signature]

Name: Russell LeDay

Title: Chief Financial Officer

Date: 2-3-2023