



**Community + Human Development
Community Response
+
Recovery Programs Relief Funds**

City of El Paso

Prepared By:
Community + Human Development

**Effective: December 1, 2020
Revision: October 1, 2021**

Intentionally Left Blank

Table of Contents

Introduction _____	4
Contracts Administration _____	5
Compliance _____	6
Finance _____	9
Foster Grandparent Program + Neighborhood Services _____	11
Housing _____	12
Loan Servicing and Collections _____	13
Emergency Rental Assistance Program _____	17
In Closing _____	21
Attachments _____	22

Introduction

This manual will outline the protocols for the Department of Community and Human Development during a period of State of Disaster and (if necessary) a National Emergency. This period will include protocols taken during such an event for the department's divisions and the functions to conduct should the Federal government provide funds in assisting with the event declaration.

COVID-19 is classified as an infectious disease caused by a severe acute respiratory syndrome coronavirus strain. It was identified in China late 2019, and has spread worldwide where the World Health Organization classified the disease in 2020 as a pandemic as more than 50 million people in over 187 countries and territories were diagnosed, and more than one million have died worldwide from the virus strain.

The City of El Paso has faced unrest with COVID-19. More than 110,000 people were diagnosed with the COVID-19 disease and more than 1,600 people died in the city of El Paso, while more than 12 million people were diagnosed and more than 250,000 died in the United States. *

Safety is the primary focus for the City of El Paso to the public and its staff.

This manual has been approved by the Administrative Services Manager to the Department of Community and Human Development. This manual will be used as a reference for future situations relating to a State of Disaster and/ or any National Emergency events (i.e. COVID-19 pandemic) that the City of El Paso, state of Texas, and federal government have deemed. In addition, the manual will serve to reference if additional monetary assistance is provided to each division during a difficult event.

**Statistical data as of January 2021.*

Contracts Administration

The Department of Community and Human Development Contracts Administration follows local, State and Federal guidelines as applicable for the implementation of policies and procedures during a state of emergency and in the event that the department receives additional funding outside the normal funding the department receives each fiscal year.

Contracts administration staff will begin the planning phase by identifying the funding amounts, type of funding, Local-State-Federal guidance applicable to the grant, and proposed process to distribute available funding. Staff will also review and discuss templates and scope of work formats with compliance and lead staff to ensure adherence to applicable regulations.

Contracts administration staff will prepare contract templates and documents as needed for possible awards. Contract processing will follow the same steps and procedures as those outlined for contracts drafted for regular year entitlement awards. Processing of contracts may have to be expedited. Contracts administration staff will obtain signatures from all parties, once the agreement is executed, a hard copy, or electronic copy will be sent to the project lead, compliance, and finance staff.

Distribution of funds will be made on as needed basis or on a monthly basis in accordance with the program budget outlining the allocation of funds to be disbursed. The method to disburse funds under each agreement will be determined based on urgency and immediate community needs.

Amendments

Amendments requested by the Grantee must be in writing and shall be requested within the time frame specified in the agreement. Amendments may be requested due to;

1. Budget transfers over 20% and new line items
2. Any changes to the Program Scope (i.e. number of units and/or number of persons served)

Upon the final draft of the amendment, the standard process for signature routing shall be followed and expedited if needed to ensure the distribution of funds and services.

Compliance

The Department of Community and Human Development's Compliance Division has designed and implemented protocols for a State of Disaster, State of Emergency, National Emergency, or a combination of an emergency crisis. This guide should be used as a supplement to the department's Compliance Manual.

In the event of an emergency crisis is declared by local, state, or federal authorities, the compliance team will receive their directives given by the department's management team.

Based on the event declared, compliance will notify all entities scheduled for an on-site or desktop monitoring will be postponed until further notice due to the nature of the event. Compliance staff must state "until further notice" to provide time to all parties (City and entities) to allow an opportunity to collect information relating to the event.

Compliance's goals in completing programmatic monitoring will shift. According to the compliance manual, the compliance staff's objective is to attempt in conducting programmatic monitoring to all entities receiving grant funds during the City's fiscal year, even if the entity is in good standing in accordance with the assigned Grant Administrator/ Planner.

During this state, entities that have non-compliance issues that were in the process of correcting their issue will be the top priority in completing for the fiscal year. The follow up monitoring for non-compliant entities will occur at the Department of Community and Human Development's main offices, with major restrictions that follow the health and safety guidelines from local, state, and federal government. Compliance staff will be required to sanitize the room being utilized before and after the follow up monitoring.

Any other entity that was not monitored during this state will be reviewed on a case by case basis. However, if the entity was in good standing throughout the year with the assigned Grant Administrator's objectives and the department's finance division, compliance staff will not conduct programmatic monitoring in order to reduce risks and increase safety.

On-site programmatic monitoring, during this state, will not occur. Only virtual desktop programmatic monitoring will be allowed. Compliance staff must review and coordinate with the Contracts Administration team if any regulations can prevent the City from conducting a virtual desktop monitoring. Regulations that can prevent virtual desktop monitoring is reviewing programmatic documents that incorporate federal privacy contents such as HIPAA regulations. If an entity's program does not carry restrictions like HIPAA regulations, virtual desktop monitoring will be conducted. Virtual desktop monitoring will be conducted at a minimum of 20 percent level capacity/ one-month review for HOME and entitlement programs.

Additional implementations of safety were incorporated in accordance with the health and safety guidelines from local, state, and federal government relating to on-site programmatic monitoring. City officials and department management have acknowledged that the safety and health of both the staff and public as being one of their main concerns. If on-site programmatic monitoring occurs, compliance staff must follow all safety and health guidelines that all government entities have set. In addition, compliance staff with at-risk or high-risk health concerns will not be allowed

to conduct on-site programmatic monitoring during the declared event. Local health officials and Center for Disease Control and Prevention (CDC) will state in their guidelines the classification of at-risk/ high-risk health concern. If any compliance staff member that has any of the health issues stated by local health officials and the CDC will not be allowed to participate in on-site programmatic monitoring. Only virtual desktop monitoring will be allowed to those staff employees.

Part 58 Environmental Review

There are two types of environmental reviews, Part 58 and Part 50. Part 58 reviews are conducted at the local government level, while Part 50 reviews are conducted at a federal government level.

For reference of how a Part 58 environmental review is conducted, please see the Environmental Review Policy, Procedures, and Standards manual.

Relating to the City receiving outside monetary assistance from state or federal government, the environmental review is still required and requires these factors in addition to the standards related in the manual.

- Part 58 requirements apply except for those temporary emergency shelters the applicable state or local health official has deemed necessary to prevent, prepare for and respond to a type of emergency.
- Request for Release of Funds must be approved prior to a commitment to cover or reimburse funds.
- Additional information will be provided by HUD to include environmental review streamlining guidance.

State and Federal Funded Monitoring

In the event that state or federal government provide monetary assistance to a State of Disaster and/ or National Emergency, the City of El Paso and its departments under the umbrella will follow all rules and regulations into how funding shall be provided.

In April 2020, the federal government issued monetary assistance to all cities and counties to help assist the community rebound from the COVID-19 pandemic. This assistance was known as the CARES Act (Coronavirus Aid, Relief, and Economic Security Act) funds, and additional funds provided by the United States Treasury Department.

Financial and programmatic monitoring from additional funding (i.e. CARES Act funds) for a State of Disaster and/ or National Emergency shall follow the rules and regulations from the state and federal government.

Community and Human Development compliance will conduct reasonable programmatic monitoring based off risk assessments that were conducted prior to sub-recipient awarded and signed an executed contract for COVID-19 funds. A minimum of 20% of the programs that were funded under these funds will be monitored per year virtually.

The majority of the monitoring shall be conducted independently by the Government Accountability Office (GAO), the Office of the Inspector General, and any federal agency involved due to the complexities of how federal monetary assistance is provided to local and state government entities and the number of federal agencies involved. This is in accordance with a June 25, 2020 report by the GAO and October 29, 2020 memorandum from the Office of Inspector General. Any program that is receiving federal monetary assistance that the Department of Community and Human Development manages that isn't excessive complex, compliance will follow the guidelines.

Note: Compliance staff will not administer any projects relating to outside funding sources. This is to keep the staff separate from projects that may be potentially audited at the request of the state and federal government. Grant administrators should oversee projects under state and federal government funding sources.

Overall

Compliance staff will follow all policy and procedures relating to compliance monitoring in the Department of Community and Human Development Compliance Manual. This manual is available for further information, reference, and guidance.

Finance

During a declared national crisis event, the finance staff will manage to conduct business remotely from their homes. Management must provide any supplies and electronics for all staff working from home to conduct business.

Any finance staff that is unable to perform business from home may request from management to return to work in the office. Finance staff that require to temporarily visit the office for importance (i.e. mail pickup, signatures, visual check) must also request permission from management.

Policy

The Department of Community and Human Development Finance Division follows all policies and procedures to financial general ledger that the City of El Paso's Office of the Comptroller department (OTC) has incorporated for all city departments. These policies and procedures will provide steps if any city department receives additional funding outside the normal funding a department receives per fiscal year.

OTC is responsible in providing all protocols and amendments on policy and procedures to City departments. This includes guidelines from state and federal funding (i.e. CARES Act and U.S Treasury provided to cities and counties in the United States during the 2020 pandemic). Finance management must present any updates from OTC to upper management as soon as it is presented.

A copy of OTC's general ledger policy and procedures, Grants Management manual, and Coronavirus Relief Fund manual for reference is available upon request through the City of El Paso.

Financial procurement will follow all policy and procedures that Purchasing and Strategic Sourcing Department has incorporated for all city departments.

Note: Electronic signatures are approved during the COVID-19 pandemic.

Sub-Recipient Fiscal Agreement

In order to expedite providing the services based on the need of the community, management has the flexibility per contract/agreement to:

- a. Work in a reimbursement basis with sub-recipient.
- b. Deploy funds in advance to a sub-recipient.

All agencies awarded grants are required to submit reimbursement packets to confirm the funds are being expended according to their executed contract and budget. The City of El Paso provides each sub-recipient the necessary reporting forms in the contract to submit with each reimbursement packet. The reporting forms require the signature of appropriate sub-recipient management.

Upon receipt of the reimbursement packet(s), a minimum of 15 percent audit sample selection is made from the packet total. Sub-recipients shall provide copies of proof of expenses such as invoices, receipts or checks or record of electronic funds transfer (EFT) or other proof of payment acceptable to the City for every expense in the audit sample selection. Once review of sample is complete, the fiscal team approves the packet. The director has the authority to override the 15 percent audit rule at his/her discretion.

Approved packets are stored for record keeping. When contract is under reimbursement, payment for the total approved packet amount is released. When funds are deployed in advance, approved packet is applied towards the total grant amount.

Any remaining expenses that are not approved by the fiscal team are subject to grant reduction and are required to return any funds deployed in advance back to the City.

Foster Grandparent Program + Neighborhood Services

Foster Grandparent Program

The Department of Community and Human Development Foster Grandparent Program staff follows all City policy and procedures and directives from the department. Relating to any protocols to a state of disaster and/ or national emergency, the Foster Grandparent Programs follows all procedures from AmeriCorps, a voluntary civil society program supported by the U.S federal government.

Federal monetary assistance that is outside the general funding given to the division per fiscal year (i.e. CARES Act funds or U.S Treasury funds) are normally not offered to the Foster Grandparent Program. The program may not follow the scope state and federal government will utilize for the funding. However, any outside federal funds relating to a state of disaster/ national emergency provided to the Foster Grandparent Program will follow the guidelines to the funding.

Neighborhood Services

The Department of Community and Human Development Neighborhood Services Division staff follows all City policy and procedures and directives from the department. In addition, Neighborhood Services Division follows its standard protocols manual for normal business.

Similar to the Foster Grandparent Program, Neighborhood Services does not receive federal monetary assistance that is outside the general funding given to the division per fiscal year.

During a declared state of disaster/ national emergency event, the Foster Grandparent Program and Neighborhood Services staff will manage to conduct business remotely from their homes. Management must provide any supplies and electronics for all staff working from home to conduct business. Any staff member that is unable to perform business from home may request from management to return to work in the office. Staff that require to temporarily visit the office for importance (i.e. mail pickup, signatures, visual check) must also request permission from management. Management will make the final approval for office visits.

Outside the normal business activity conducted, staff from both Foster Grandparent Program and Neighborhood Services will assist the Department of Community and Human Development in any capacity needed during the state of disaster/ national emergency event. This includes working under federal monetary assistance given to help with the event.

Housing

The Department of Community and Human Development Housing Division staff will follow all City and department policy and procedures. This includes the Housing manual that directs regulations from the Department of Housing and Urban Development (HUD). Relating to any protocols to a state of disaster and/or national emergency, the Housing division follow all directives that department management requests how business is conducted. Staff will mainly conduct normal business affairs remotely from their homes until City leadership and management deems that the state of disaster and/ national emergency event has been cleared, and allows the return to the office for work.

Housing division follows all rules and regulations from the Department of Housing and Urban Development (HUD) relating to all HOME and Housing programs under HUD. Housing staff are required to visit HUD's main webpage and informational website for any updated protocol changes for the program during the event (i.e. 2020 COVID-19 pandemic). Updated changes could be providing additional protections to tenants from unable to pay rent, moratoriums, waivers of statutory regulations, limits of operations, public comment requirements, and on-site reviews.

Housing division will normally not receive any additional federal monetary assistance that is outside the general funding given to the division per fiscal year (i.e. CARES Act funds or U.S. Treasury funds).

Loan Servicing and Collections

Similar to the Department of Community and Human Development Finance Division, the Loan Servicing and Collections Division follows all policies and procedures to financial general ledger that the City of El Paso's Office the Comptroller department (OTC) has incorporated for all city departments. In addition, the Loan Servicing and Collections Division incorporated additional procedures relating to a state of disaster/ national emergency event to assist the clients they serve during this period while following the standard protocols manual for normal business.

For reference on loan servicing and collections, see *Loan Servicing and Collections Manual* for normal business.

HUD Loans

Referenced in the Loan Servicing and Collections Manual, the Department of Community and Human Development has established a procedure for HUD loan clients that may develop financial hardship during a state of disaster/ national emergency event (i.e. COVID-19 pandemic).

HUD loan clients that develop financial hardship during this event must first contact the Department of Community and Human Development Loan and Collections team. The Senior Loan and Account Collections Specialist and Grant Accounting Specialist will discuss with the HUD loan client(s) regarding their account and follow the loan and collections policies and procedures. (*See Loan Servicing and Collections Manual for reference.*)

The conversation of financial hardship must be directly related to the State of Disaster and/ or National Emergency event situation. The Loan and Collections staff will discuss with the client(s) how distress their current financial situation is caused by the pandemic.

Discussions with the client(s) should be:

- Unable to make their minimum monthly payments and the expectations of how long the client anticipates missing payments
- Suspend the ACH payments (Automated Clearing House or electronic payments) from being withdrawn
- Possible freeze in payments
- Any other requests relating to their accounts

The Loan and Collections staff will review then a decision to approve the client(s) request will be made. Once approved, they will note it in their account to the changes that will occur per the request of the client. The number of months allowed for a client(s) to defer their payments is three (3) months. Within the three (3) months and only during the State of Disaster and/ or National Emergency event, late fees will be waived for the HUD loan client.

After three (3) months have passed, if the HUD loan client(s) continues to experience financial hardship from the State of Disaster and/ or National Emergency event, the client(s) are required to contact the Loan and Collections staff of the situation and request an additional possible extension. The Loan and Collections staff will decide to approve the extension or not.

After three (3) months have passed, if the HUD loan client(s) are able to resume making their minimum monthly payments, the client(s) will continue making the payments and will make extra payments to be applied to their delinquent amount.

Within the financial hardship discussion for borrowers that have loans categorized as Multi-Family and CHDOs, the Loan and Collections staff will explain to the client(s) available options the Department of Community and Human Development has for the pandemic situation that must be considered.

The following available options are:

- Agree to repay the amount skipped once the payments resume and give extra payments of each month until the loan is current.
- Agree to repay the amount skipped at the end of the maturity date. Months will be added at the end of the loan.

Within these available options, the interest **will not** be waived.

If the client(s) agrees to the available options, the Loan and Collections staff will send to the client(s) a copy of the agreement by e-mail and/ or post mail. The client(s) must state in the agreement which option they will agree to and sign. The agreement must be received by the department before the next billing cycle.

Once the agreement has been received by the department, the Administrative Services Manager will decide whether to approve the agreement. The Loan and Collections staff will inform the Administrative Services Manager the situation of the HUD loan client that has a Multi-Family or CHDO loan.

The client(s) with Multi-Family or CHDO loan will be notified if the agreement is approved by management.

The HUD loan client's account is noted in accordance with the payment arrangement. Once the payment arrangement has expired, the client(s) are required to continue fulfilling its original contract obligations to loan repayment. If the HUD loan client does not follow fulfilling its payment arrangement, a non-compliance will be issued on the account. The client will be notified

of its non-compliance. The Department of Community and Human Development will follow all terms and policies related to collections.

Empowerment Zone Loans

The Department of Community and Human Development has established a procedure for Empowerment Zone clients that may develop financial hardship during a State of Disaster and/ or National Emergency event. This procedure will follow similar to the HUD Loans procedure with minor exceptions. This procedure for Empowerment Zone clients will follow the detail protocols to a State of Disaster and/ or National Emergency event.

Empowerment Zone clients that develop financial hardship during this event must first contact the Department of Community and Human Development Loan and Collections team. The Senior Loan and Account Collections Specialist and Grant Accounting Specialist will discuss with the Empowerment Zone client(s) regarding their account and follow the loan and collections policies and procedures.

If the conversation to the account relates to the State of Disaster and/ or National Emergency situational event, the Loan and Collections staff will note it in their account to any changes that could occur per the request of the client.

Changes that the client(s) may request during the pandemic situation are:

- Suspend the ACH payments (Automated Clearing House or electronic payments) from being withdrawn.
- Clients freeze payments for a term period of months. The maximum amount of months allowed for a client to freeze its payments is six (6) months.

Within the financial hardship discussion, the Loan and Collections staff will explain to the client(s) available options the Department of Community and Human Development has for the pandemic situation that the client must consider.

The following available options are:

- Agree to repay the amount skipped once the payments resume, and give extra payments of each month until the loan is current.
- Agree to repay the amount skipped at the end of the maturity date. Months will be added at the end of the loan.
- Rebate- At the discretion of the Director and/ or City Council, the client(s) may be able to apply a portion of their rebate to the number of months they are requesting the financial hardship for.

- **Note:** Client(s) must remain in compliance during the remaining term of their agreement to receive the rebate. Forfeiture of compliance: the client(s) will be obligated to repay the portion of the rebate that was allocated during the pandemic.

These available options are subject to approval by the Director and/ or City Council.

If the client(s) agrees to the available options, the Loan and Collections staff will send to the client a copy of the agreement by e-mail and/ or post mail. The client(s) must state in the agreement which option they will do and sign the agreement. The agreement must be received by the department before the next billing cycle.

Once the agreement has been received by the department, the Loan and Collections staff will inform the Administrative Services Manager. The Administrative Services Manager will finalize the agreement with the Director and/ or City Council will decide whether to approve the agreement.

The Empowerment Zone client will be notified if the agreement with management is approved.

The Empowerment Zone client's account is noted in accordance to the agreement. Once the agreement has expired, the client(s) are required to continue fulfilling its original contract obligations to loan repayment.

If the Empowerment Zone client does not follow fulfilling its agreement, a non-compliance will be issued in the account. The client(s) will be notified of its non-compliance. The Department of Community and Human Development will follow the terms of non-compliance in accordance to the written agreement signed by the City of El Paso and the Empowerment Zone client.

Emergency Rental Assistance Program

Adopted January 2021

Summary

On January 2021, the U.S Department of Treasury has provided \$25 billion to the Emergency Rental Assistance Program in helping households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided to the States, U.S Territories, local governments, and Indian tribes. The City of El Paso received a total amount of \$20.6 million to help El Paso household residents struggling during the COVID-19 pandemic.

Oversee

Funds to the Emergency Rental Assistance Program are administered by the U.S Department of Treasury, and are distributed on the States proportional rate of the total U.S population based off the 2019 census data. A minimum of at least \$200 million will be given to the States and local governments with a population of over 200,000 will receive access of 45% of the state's allocation given from the U.S Treasury.

Once the decision of how each city will receive of the allocated funds, the U.S Treasury will disburse the funds within 30 days of the funding act's enactment. States will receive a minimum of 55% of the funds at the start of the enactment to begin the program. If local governments wish to expediate the funds for direct payment, the Chief Executive Officer to the local government must provide to the U.S Treasury Secretary a signed certification making the request within 30 days after the Act's enactment. If the Chief Executive Officer to the local government wishes to not go the direct payment or decline the allocated funding given to them, the U.S Treasury will make the funds available to the States 15 days following the closing of the 30-day initial period.

Eligibility

Households that are eligible to the funds to the Emergency Rental Assistance Program are:

- Households with incomes that are less than 80% of the area median income (AMI)
 - Eligible households in this field must meet this criteria to qualify:
 - One or more individual in the household must:
 - Have qualified for unemployment benefits, or
 - Has experienced a reduction in household income, or
 - Incurred significant costs, or
 - Experienced other financial hardship due directly or indirectly to COVID-19 pandemic, and

- One or more individual in the household must demonstrate a risk of experiencing homelessness or housing instability which may include:
 - Past due utility or rent notice, or an eviction notice,
 - Living conditions are unsafe or unhealthy,
 - Any other evidence of such risk determined by the grantee providing the funds

Despite the eligibility goes to an 80% AMI, priority will be given to households that have an AMI of no more than 50%, and to households where one or member is unemployed and has been unemployed for 90 days due to the pandemic.

Landlords and owners may be allowed to apply for the funds on behalf of the tenants if they meet the eligibility requirements.

Any recipient receiving these funds awarded by the City of El Paso from the U.S Treasury Department under this program must ensure that they are not receiving funding from other federally funded rental assistance program.

Determination

Within the eligibility requirements, the household income from 2020 will only be considered. Confirmation of the monthly income of that household is receiving at the time of the application will also be part of the eligibility determination.

Eligible households must be recertified every 3 months if they are receiving ongoing rental assistance. Every 3 months, eligibility of each household will be reviewed for funding. In addition, funding is subject to change to availability of funds from the program.

Eligible Activities

Activities eligible for this program are as follow:

- At least 90% of the funds will be used for:
 - Rent
 - Outstanding rent
 - Utility and home energy costs
 - Outstanding utility and home energy
 - Other expenses related to housing incurred directly or indirectly due to the pandemic
- The remaining 10% will be used for the following:
 - Housing stability services
 - Case management or other services related to the pandemic.

Payments from Funds

Payments from this program will not exceed 12 months, but may add addition 3 months (15 months total) if funding is still available.

Payments will be made directly to a lessor or utility/ home energy provider on behalf of the eligible household unless they do not agree to accept the payment. If the lessor or utility/ home energy provider decide not to agree in accepting the payment, the grantee will make the exception of providing the payment to the eligible household to make the payment.

Administration/ Compliance

Under this program, a minimum of 10% of each recipient's funds may be used for administrative expenses for providing this service. Administrative expenses will include data collection and reporting requirements.

The Emergency Rental Assistance Program is being administered by the U.S Treasury Department. Any oversight and compliance monitoring to the receipt of the funds, disbursement and use of the funds shall be conducted and be held responsible by the Office Inspector General for the U.S Treasury (OIG). The Office Inspector General may recoup funds from the awardee if it determines any failure from either the City of El Paso or the awardee.

Emergency Rental Assistance Program funds must be obligated by September 30, 2021. If there are funds that remain unobligated for use, the U.S Treasury Department will recapture any funds remaining and reallocate the amount to grantees that have obligated a minimum of 65% obligated of their original grant.

Reporting Requirements

In accordance with the U.S Treasury Department, the City of El Paso requires reports from the recipients receiving funds from this program. The following information required are:

- Number of eligible households receiving assistance
- Acceptance rate of applicants for assistance
- Type of assistance provided for each household
- Average amount of funding provided per household
- Incomes of eligible households by income AMI tier
 - Less than or equal to 30% of AMI
 - Between 30% and 50% of AMI
 - Between 30% and 80% of AMI
- Average number of monthly rental/ utility payments each household received

- Disaggregated data on the applicant that consist of:
 - Gender
 - Race
 - Ethnicity
- Established privacy and security requirements by the Grantee.
- Available alternative setting for Native American tribal entities and Native Hawaiians.

City Fiscal Guidelines

Similar to all federal funding allocations with all departments with the City of El Paso, the Department of Community and Human Development Finance Division will continue to follow all policies and procedures to financial general ledger that the City of El Paso's Office of the Comptroller department (OTC) has incorporated for all city departments.

OTC will still be responsible in providing all protocols and amendments on policy and procedures to City departments, which includes guidelines for this federal program by the U.S Treasury Department. Finance management must present any updates from OTC to upper management as soon as it is presented.

Financial procurement will follow all policy and procedures that Purchasing and Strategic Sourcing Department has incorporated for all city departments.

All awardees to this federal program are required to submit reimbursement packets to confirm the funds are being expended according to their executed contract and budget. The City of El Paso provides each sub-recipient the necessary reporting forms in the contract to submit with each reimbursement packet. The reporting forms require the signature of appropriate sub-recipient management.

Upon receipt of the reimbursement packet(s), a minimum of 15 percent audit sample selection is made from the packet total. Sub-recipients shall provide copies of proof of expenses such as invoices, receipts or checks or record of electronic funds transfer (EFT) or other proof of payment acceptable to the City for every expense in the audit sample selection. The director has the authority to override the 15 percent audit rule at his/her discretion.

The fiscal team releases disbursement once: (a) a request by the Subrecipient for a disbursement is made, (b) subrecipient submits proof of expenses that previous disbursements have been expended for Allowable Expenses in accordance to the Agreement, and (c) Department Director or designee approve to disburse the next disbursement. At the discretion of the Department Director, the City may withhold sub-grant amount disbursements from the sub-recipients.

Approved packets are stored for record keeping. When contract is under reimbursement, payment for the total approved packet amount is released. When funds are deployed in advance, approved packet is applied towards the total grant amount.

In Closing

This manual has outlined the divisions within the Department of Community and Human Development procedures in the event of an emergency crisis situation.

Every effort has been taken to make sure the information in this manual is accurate.

In the event future local, state, and federal government sets the precedent of issuing emergency-type event, the department and its divisions will follow the policy and procedures to conduct standard business and if additional assistance (monetary or resources) from local, state, or federal level is provided.

The City of El Paso and the Department of Community and Human Development retains the right to make any changes to the materials contained in this manual from time to time to meet changing conditions, rules and regulations in meeting standards. Should new rules and regulations occur; revisions towards this manual will be updated to meet the standards that is deemed necessary to be implemented for the City and the Department of Community and Human Development.

Attachments

Attachment Loan Servicing and Collections: COVID-19 Agreement for HUD Loan



This agreement is made and entered on the ___ day of _____, 2020, by **The City of El Paso, TX**, a home-rule municipal corporation, (the "City") and **XXXXXXXX** (the "Borrower").

WHEREAS, the Borrower notified the City on ___ day of _____, 2020 to request to skip payments for **{Number}** months during the COVID-19 pandemic that occurred on March 2020.

To fulfill the written agreement between the Borrower and the City, **{Name of the Borrower}** has agreed with the City to the following option.

Options: (Select One)

Agree to repay the amount skipped once the payments resume on **{MONTH}** **{DAY}**, 2020, and give extra payments of each month until the past due amount is paid.

Agree to repay the amount skipped at the end of the maturity date. Months will be added at the end of the loan.

Both options will have the interest not be forgiven.

Failure to follow through with one of these options will lead to City to exercise its rights of non-compliance stated in the written agreement.

BORROWERS:
{NAME OF COMPANY}

CITY OF EL PASO

By: _____
Name/Title:
Date:

Reviewed By: _____
Name/Title:
Date:

By: _____
Name/ Title:
Date:

Approved By: _____
Name/ Title:
Date:

Attachment Loan Servicing and Collections: COVID-19 Agreement for Empowerment Zone



This agreement is made and entered on the ___ day of _____, 2020, by **The City of El Paso, TX**, a home-rule municipal corporation, (the "City") and **XXXXXXXX** (the "Borrower").

WHEREAS, the Borrower notified the City on ___ day of _____, 2020 to request to skip payments for **{Number}** months during the COVID-19 pandemic that occurred on March 2020.

To fulfill the written agreement between the Borrower and the City, **{Name of the Borrower}** has agreed with the City to the following option.

Options: (Select One)

Agree to repay the amount skipped once the payments resume on **{MONTH} {DAY}**, 2020, and give extra payments of each month until the past due amount is paid.

Agree to repay the amount skipped at the end of the maturity date. Months will be added at the end of the loan.

Agree to apply a portion of the eligible rebate within the **{NUMBER OF}** months requested.
Note: *Client must remain in compliance during the remaining term of their agreement to receive the remaining rebate. Failure to remain in compliance, the Borrower shall be obligated to repay the portion that was allocated.*

All options will have the interest not be forgiven.

Failure to follow through with one of these options will lead to the City to exercise its rights of non-compliance stated in the written agreement.

BORROWERS:
 {NAME OF COMPANY}

CITY OF EL PASO

By: _____
 Name/Title:
 Date:

Reviewed By: _____
 Name/Title:
 Date:

By: _____
 Name/ Title:
 Date:

Approved By: _____
 Name/ Title:
 Date:

Attachment Emergency Rental Assistance Program

U.S. DEPARTMENT OF THE TREASURY EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- 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.

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

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance 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 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 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 B) 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.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- 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 grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX 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, 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 handicap under any program or activity receiving or benefitting from federal 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; and
 - v. 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 thereto.

9. **False Statements.** Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

10. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is 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."

11. **Debts Owed the Federal Government.**

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) 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 initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. 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 constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below 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; and/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.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and 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.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 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.

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide]
---	---

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

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

Authorized Representative:

Title: [To be signed by chief executive officer if recipient is a local government.]

Date signed: