AI-16145 **6.D.**

CL-09-1610-D; Andy Rios v. Hidalgo County and David Guerrero, Individually and as an employee of Hidalgo County

CC REGULAR

Date:	06/30/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-1610-D; Andy Rios v. Hidalgo County and David Guerrero, Individually and as an employee of Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 03:11 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW
Form Started By: Monica Badillo			Started On: 06/23/2009 02:35 PM	
Final Approval Date: 06/26/2009				

AI-16142 **6.E.**

Claim of Erica Reyna

CC REGULAR

Date:	06/30/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Erica Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 03:08 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Monica Badillo Started On: 06/23/2009 02:13 PM

Final Approval Date: 06/26/2009

AI-16116 **6.F.**

Claim of Roger A. Zamora

CC REGULAR

Date:	06/30/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Roger A. Zamora

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 02:48 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/22/2009 01:37 PM

Final Approval Date: 06/26/2009

AI-16114 **6.G.**

Claim of Julio Diaz

CC REGULAR

Date:	06/30/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Julio Diaz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 02:48 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/22/2009 01:33 PM

Final Approval Date: 06/26/2009

AI-16117 **7.E.**

Claim of Roger A. Zamora

CC REGULAR

Date:	06/30/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Roger A. Zamora

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 02:48 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/22/2009 01:39 PM

Final Approval Date: 06/26/2009

AI-16143 **7.F.**

Claim of Erica Reyna

CC REGULAR

Date:	06/30/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Erica Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 03:08 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Monica Badillo Started On: 06/23/2009 02:14 PM

Final Approval Date: 06/26/2009

AI-16115 **7.G.**

Claim of Julio Diaz

CC REGULAR

Date:	06/30/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Julio Diaz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 02:48 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/22/2009 01:35 PM

Final Approval Date: 06/26/2009

AI-16227 **10.B.**

457 Plan Hardship W/Ds

CC REGULAR

Date:	06/30/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal requests for the following employees: 026174, 073083, 011053, 000752, 110922, 099597, 079014, 061018, 065404, 138231, 126381, 038083, 122343, 148598, 006491 & 018902

BACKGROUND

Fiscal Impact

Attachments

Link: forms

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 01:51 PM	APRV
2	Auditor's Office		06/26/2009 05:42 PM	NEW
Form Started By: Monica Badillo			Started On: 06/25/2009 11:24 AM	
Final Approval Date: 06/26/2009				

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee #018902

Participant Name [redacted]

Address P.O. [redacted] Tx. 78538 [redacted]

Social Security No. [redacted] **Daytime Phone No.** [redacted]

SECTION I – Hardship Withdrawal

I understand that this w[redacted] to financial hardship the withdrawal is neces[redacted] eavy financial need. distributions, other than [redacted] ship, and all other non me under the Plan, as well as all other plans maintained by the Company. I und[redacted] that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
(✓) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100 % Year-to-date deferrals 0

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? NO If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [redacted] Date 6/25/09

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 6/25/09 BY: [redacted]

AI-16153 **10.C.**

Final Report - Safeguard Committee

CC REGULAR

Date:	06/30/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation and Acceptance of Final Report by Committee regarding SafeGuard Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/24/2009 08:31 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/24/2009 10:06 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW
Form Started By: Monica Badillo			Started On: 06/23/2009 03:30 PM	
Final Approval Date: 06/26/2009				

AI-16244 **10.D.**

2010 Budget

CC REGULAR

Date:	06/30/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

2010 Budget:
Discussion, consideration, and approval of the proposed 2010 Budget Process Plan.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 04:51 PM	APRV
2	Damaris San Miguel		06/26/2009 05:42 PM	NEW
Form Started By: Angela Garcia			Started On: 06/26/2009 04:03 PM	
Final Approval Date: 06/26/2009				

AI-16141 **10.E.**

Travelers Total Loss Settlement Check

CC REGULAR

Date:	06/30/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Safety Division:
1. Approval to accept settlement check from Travelers Insurance Company in the amount of $14,924 to settle total loss auto accident with County vehicle (Sheriff Dept.)
2. Approval to authorize Guadalupe Trevino, Hidalgo County Sheriff, to sign Vehicle Title and any other relevant documents to settle claim with Travelers Insurance Company.

BACKGROUND

Sheriff Dept. Auto Accident
DOL: 04/12/09
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Link: CHECK

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 03:07 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/24/2009 10:04 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/23/2009 01:57 PM

Final Approval Date: 06/26/2009

002017

THE TRAVELERS - SAN ANTONIO CL CLAI
P.O.BOX 65100
SAN ANTONIO TX 78265

896D 74475188

UA01708

TRAVELERS

DATE: 06/16/09
LOSS DATE: 04/12/09
FILE NUMBER: 234 AD A6N3921 F

COUNTY OF HIDALGO ATTN: AIDA
ALVAREZ
PO BOX 1356
EDINBURG TX 78359

AGENT:
APEX INSURANCE SERVICES

ACCOUNT NAME:
HIDALGO COUNTY, TEXAS, ETAL

ST. PAUL FIRE AND MARINE

EXPLANATION OF PAYMENT

COLLISION $14924.00
TOTAL PAID $14924.00

TOTAL LOSS SETTLEMENT
COLL FOR 2008 FORD EX PEDITION LAST 6 OF VIN - A58826

FOR ADDITIONAL INFORMATION, CONTACT: ANTHONY SPATAFORE AT (630)961-7061

7001770
– DETACH CHECK

UNSUMM -021501
OVRPUN92-121295
DETACH CHECK

Citibank, N.A.
One Penns Way
New Castle DE 19720

TRAVELERS
P.O.BOX 65100
SAN ANTONIO TX 78265
(630)961-7061

896D 74475188 62-20/311

THIS CHECK HAS A RED BACKGROUND

DATE	ACCOUNT NUMBER	FILE NUMBER
06/16/09	J99	234 AD A6N3921 F

VOID IF NOT PRESENTED WITHIN ONE YEAR AFTER DATE OF ISSUE

FOURTEEN THOUSAND NINE HUNDRED TWENTY FOUR AND 00/100 ---------- **PAY: $***14,924.00** ALS1

PAY TO THE ORDER OF
COUNTY OF HIDALGO
AND HIDALGO COUNTY SHERRIF'S DEPARTMENT
PO BOX 1356
EDINBURG TX 78359

002017
UA01708

Douglas K. Russell
AUTHORIZED SIGNATURE

⑈74475188⑈ ⑆031100209⑆ 3862289 2⑈

AI-16081 **11.B.**

Substance Abuse Facility

CC REGULAR

Date:	06/30/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Presentation, discussion, and possible action regarding the Substance Abuse Facility for Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 02:52 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/18/2009 07:38 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW
Form Started By: Josie Escalante			Started On: 06/17/2009 02:19 PM	
Final Approval Date: 06/26/2009				

AI-16242 **11.C.**

UPL

CC REGULAR

Date:	06/30/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration, and approval to pay the 3rd and 4th quarter FY 2009 UPL Contribution in order to maximize health care services for indigent persons in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 01:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/26/2009 04:21 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW
Form Started By: Sergio Cruz			Started On: 06/26/2009 01:27 PM	
Final Approval Date: 06/26/2009				

AI-16134 **12.A.**

Approval of 2009 Interlocal Cooperation Agreements
CC REGULAR

Date: 06/30/2009
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Fire Marshal:
Discussion and approval of the following 2009 Interlocal Cooperation Agreements:
1. Edinburg Fire Department

BACKGROUND

3 copies of agreement - Edinburg

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-20-300-006-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of $122,580.00 as of 06/24/09.

Attachments

Link: Edinburg Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 10:39 AM	APRV
2	Roland Garcia	Rolando Garcia	06/24/2009 09:42 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Yolanda Orozco Started On: 06/23/2009 09:56 AM

Final Approval Date: 06/26/2009

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

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

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

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

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF EDINBURG

Juan J. Rodriguez, City Manager

June 11, 2009
Date

ATTEST:

Myra Ayala-Garza, City Secretary

APPROVED AS TO FORM:

Ric Gonzalez, City Attorney

CITY OF EDINBURG, TEXAS

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED: _____ SITUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

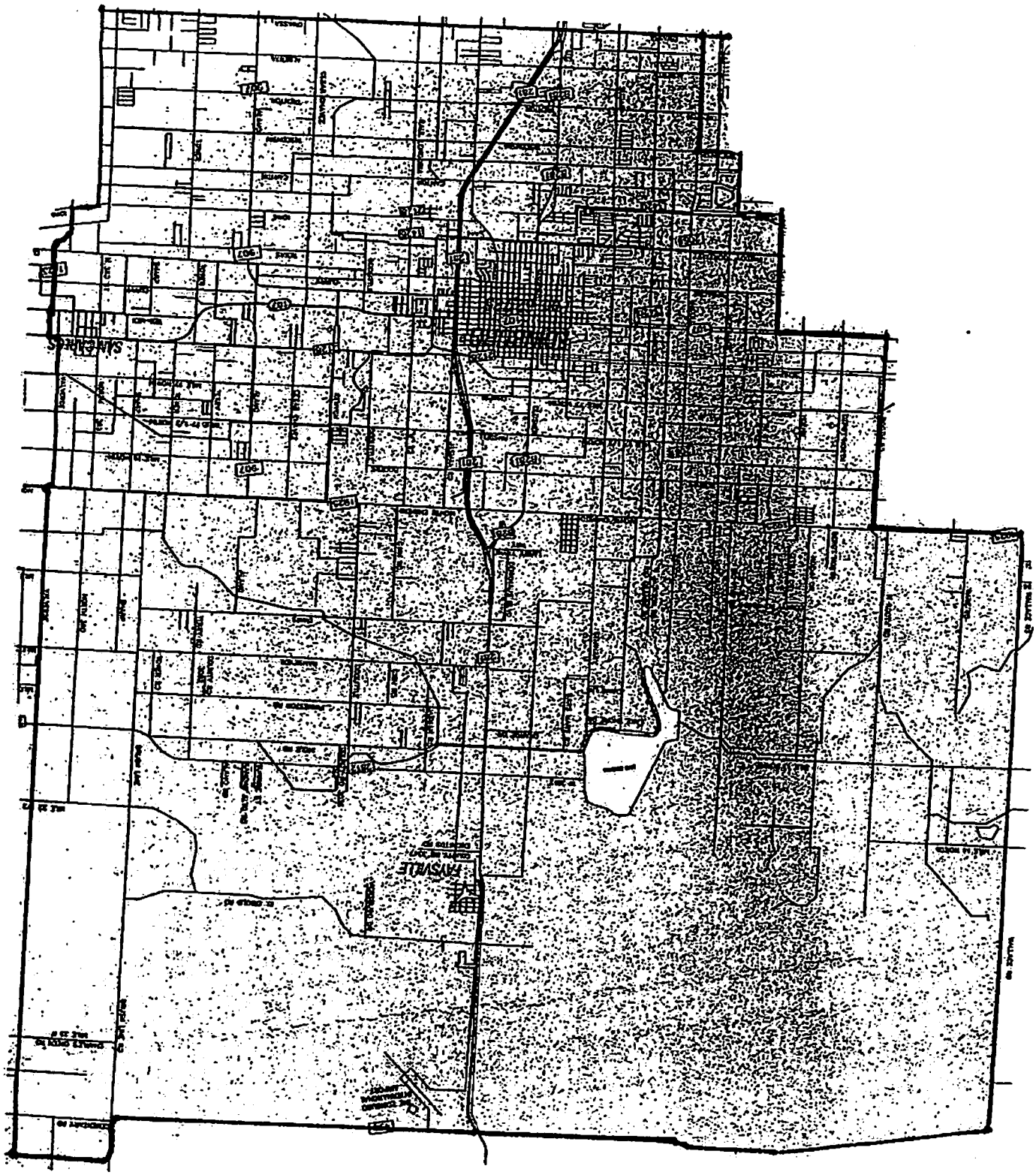
OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00


HAVASU

AI-16160 **12.B.**

Sullivan City VFD Request - Fire Call Contract

CC REGULAR

Date:	06/30/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal:
Discussion, consideration and action regarding request by Sullivan City Volunteer Fire Department to provide services in the rural/unincorporated areas of the County through an Interlocal Agreement

BACKGROUND

If County agrees, Interlocal Agreement will be presented to court after city commission approves it.
(will be standard agreement)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-20-300-009-0-841

FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of $26,225.00 as of 06/24/09.

Transfer of funds being made from La Joya FD Acct. 9-1100-422-20-300-009-0-841 to new Acct. 9-1100-422-20-300-026-0-841 (New program# as per Angelica T.)

*pending AI-16165 for $10,000.00 transfer CC 06/30/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/24/2009 08:30 AM	APRV
2	Roland Garcia	Rolando Garcia	06/24/2009 10:22 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Monica Badillo — Started On: 06/23/2009 05:03 PM

Final Approval Date: 06/26/2009

AI-16233 **13.A.**

VIDA Agreement Amendment

CC REGULAR

Date:	06/30/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of amendment to the General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA).

BACKGROUND

Reference: CC 03/24/09 AI-14627 for original agreement.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-415-00-115-002-0-843

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No additional funding required

Attachments

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 04:45 PM	APRV
2	Roland Garcia	Rolando Garcia	06/26/2009 09:53 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Erika Reyna — Started On: 06/25/2009 03:51 PM

Final Approval Date: 06/26/2009

STATE OF TEXAS	**§**	**FIRST AMENDMENT TO THE GENERAL FUND**
COUNTY OF HIDALGO	**§**	**MANAGEMENT AGREEMENT**

This First Amendment to the General Fund Management Agreement (the "Agreement") is entered into by and between the COUNTY OF HIDALGO, TEXAS ("COUNTY"), a political subdivision of the State of Texas, and Valley Initiative for Development and Advancement ("VIDA"), a non-profit corporation of the State of Texas, (collectively the "Parties")

WITNESSETH:

WHEREAS, COUNTY AND VIDA on the 24th day of March, 2009 entered into a General Fund Management Agreement under the authority of the Texas Local Government Code Section 262.024(a)(10) and Texas Local Government Code Section 381.004;

WHEREAS, the Hidalgo County Commissioner's Court duly approved the General Fund Management Agreement on the 24th day of March, 2009 as duly registered in agenda item 14627;

WHEREAS, it has become apparent to COUNTY and VIDA that certain provisions should be amended to ensure efficient operation under the agreement;

WHEREAS, it is understood by the Parties that only those provisions specifically listed in this agreement are amended and that all other terms and conditions in the original agreement remain with full force and effect;

WHEREAS, COUNTY believes that VIDA's program provides a public benefit;

IT IS THEREFORE RESOLVED THAT the General Fund Management Agreement should be amended as follows:

AMENDED SECTIONS:

WHEREAS, VIDA will assist economically disadvantaged, underemployed & unemployed adults in Hidalgo County gain employment through skills development training for demand occupations in allied health in accordance with the goals and objectives of the Building Future Talent Program of Hidalgo County for stimulating local economic development and encouraging business location and commercial activity in the county; and

ARTICLE II
TERM

2.01 The term of this Agreement is for twelve (12) months beginning March 24, 2009 and ending March 24, 2010.

ARTICLE III
SERVICES

3.01 VIDA will operate the Project, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed and unemployed individuals who reside in Hidalgo County. Vida will also assist economically disadvantaged, underemployed or unemployed individuals who fulfill one of the following two priority areas:

1. Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court; and
2. Reside in Hidalgo County and have an active case assigned to the Drug Court.

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

ARTICLE V
CONSIDERATION

5.03 VIDA shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Project. VIDA may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

5.07 Upon termination of this Agreement, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the Hidalgo County's Department of Budget and Management); and
b. A listing showing each person's social security number, full name, last known complete address and amount owing to each individual.

ARTICLE VI
PERFORMANCE

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within four (4) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

VIDA will provide the Hidalgo County Department of Budget and Management with a memo assuring these requirements have been met no later than 10 business days after the specified deadlines.

IN WITNESS WHEREOF, this Amendment is executed in duplicate originals this _____day of June, 2009.

COUNTY:
COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III
County Judge

VIDA:
PROJECT VIDA

By:_____
Myra Caridad Garcia
Executive Director

ATTEST:

By:_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO LEGAL FORM:

_____
Antonio Mendoza
Assistant Criminal District Attorney

AI-16234 **13.B.**

EDA Grant Amendment

CC REGULAR

Date:	06/30/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Authorization for County Judge J.D. Salinas, III to execute an extension "Amendment to the Financial Assistance Award" from the U.S. Economic Development Administration (EDA) in connection with grant number 08-86-04201.

BACKGROUND

Grant will be extended with an end date of June 30, 2010.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1287-465-20-110-070-9-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 04:47 PM	APRV
2	Roland Garcia	Rolando Garcia	06/26/2009 02:02 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Erika Reyna — Started On: 06/25/2009 04:27 PM

Final Approval Date: 06/26/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Norma L. Longoria / 2009 Ford E350SD - LP#1061949

Department #:_____ Employee ID #:_____ Office: WIC

Service: $26.17 /mo (x) 5 months = $130.85 Account: 9-1292-441-00-350-001-9-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total: $392.55 **Requisition Number:** 155601

(7) Elected Official/Department Head Authorization for Request:

Norma L Longoria Norma L. Longoria 6/16/09

Signature Print Name Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Valde Guerra 6/18/09

Signature Print Name Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

RECEIVED Revised: 04/08/2009

OFFICE OF EXECUTIVE OFFICER

ON: 6/17/09 BY:

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Norma L. Longoria / 1999 Chev. Astro Van - LP#754-603

Department #:_____ Employee ID #:_____ Office: WIC

Service: $26.17 /mo (x) 5 months = $130.85 Account: 9-1292-441-00-350-001-9-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total: $392.55 **Requisition Number:** 155601

(7) Elected Official/Department Head Authorization for Request:

Norma L Longoria — Signature

NORMA L LONGORIA — Print Name

6/16/09 — Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ — Signature

Valde Guerra — Print Name

6/18/09 — Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☑ Other wireless device: ☐ Data card ☑ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

(4) Describe how the use of this cell phone will benefit the county:_____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Norma L. Longoria / 2009 Ford E350SD - LP#1061948

Department #:_____ Employee ID #:_____ Office: WIC

Service: $26.17 /mo (x) 5 months = $130.85 Account: 9-1292-441-00-350-001-9-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total: $392.55 **Requisition Number:** 155601

(7) Elected Official/Department Head Authorization for Request:

Norma L Longoria (Signature) Norma L Longoria (Print Name) 6/16/09 (Date)

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ (Signature) Valde Guerra (Print Name) 6/18/09 (Date)

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Sprint

Together with NEXTEL

Hidalgo County

Attn: Renee Ramirez

Date	5/22/2009	Expires 5/29/09
Prepared By	Robert Hahn	Public Sector Sales
Mobile Phone	956-227-8642	Fax: 913-523-8939
E-mail Address	robert.hahn@sprint.com	

Monthly Charges: Utility Department	Price:	Qty:	Total:
Actsoft Comet Tracker	$ 15.00	3	$ 45.00
Sprint SMB Data Plan	$ 8.86	3	$ 26.58
Public IP Address	$ 2.31	3	$ 6.93
			$ -
			$ -
			$ -
State Contract: TX DIR-SDD-611	Total Monthly Service:	926.07/Unit	$ 78.51

Summary			
Total Lines of Service:		3	GPS Data Only
One Time Charges:		N/A	
Monthly Recurring Charges:		$ 78.51	
Total Annual Investment:	$ 78.51	x 12 Months	$ 942.12

CELLULAR IN/OUT RESTRICTIONS AVAILABLE UPON REQUEST

GOVERNMENT CUSTOMERS PLEASE NOTE:
When considering fund allocations, be aware of additional charges that may apply.

A Universal Service Fund Fee, E911 surcharge and Federal Number Pooling Surcharge apply to ALL subscribers including the Federal Government. These fees are approximately 4% of the total monthly recurring charges as well as interstate calls (long distance) and interstate toll calls. (Universal Service Fund-to fund school programs, libraries and rural health care providers) and E911 (to fund build out of 911 wireless services) ""these fees are subject to change at any time""

411 Charges $1.79 per call, connected at no additional charge – airtime charged apply) "note, this charge is subject to change"

Off network roaming charges may also occur

Overage Charges - Voice (based on rate plan that is chosen) $ 0.40 cents per minute

Casual Data Usage Charge $ 0.02 cents per kilobyte

Sprint

Together with NEXTEL

Hidalgo County

Attn: Renan Ramirez

Date	6/18/2009	Expires 6/30/09
Prepared By	Robert Hahn	Public Sector Sales
Mobile Phone	956-227-8642	Fax: 913-523-8939
E-mail Address	robert.hahn@sprint.com	

Monthly Charges: Utility Department	Price:	Qty:	Total:
Actsoft Comet Tracker	$ 15.00	3	$ 45.00
Sprint 5MB Data Plan	$ 8.86	3	$ 26.58
Public IP Address	$ 2.31	3	$ 6.93
			$ -
			$ -
			$ -
State Contract: HGAC CW05-02	Total Monthly Service:	$26.17/Unit	$ 78.51

Summary			
Total Lines of Service:		3	GPS Data Only
Monthly Recurring Charges:		$ 78.51	
Total Annual Investment:	$ 78.51	x 12 Months	$ 942.12

CELLULAR IN/OUT RESTRICTIONS AVAILABLE UPON REQUEST

GOVERNMENT CUSTOMERS PLEASE NOTE:

When considering fund allocations, be aware of

A Universal Service Fund Fee, E911 surcharge and Federal Number Pooling Surcharge apply to ALL subscribers including the Federal Government. These fees are approximately 4% of the total monthly recurring charges as well as interstate calls (long distance) and interstate toll calls. (Universal Service Fund-to fund school programs, libraries and rural health care providers) and E911 (to fund build out of 911 wireless services) **these fees are subject to change at any time**

411 Charges $1.79 per call, connected at no additional charge – airtime charged apply) *note, this charge is subject to change*

Off network roaming charges may also occur.

Overage Charges - Voice (based on rate plan that is chosen)	$ 0.40 cents per minute
Casual Data Usage Charge	$ 0.02 cents per kilobyte

AI-16128 **15.A.**

Subrecipient Agreement - Advocacy Resource Center for Housing (ARCH)
CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with the Advocacy Resource Center for Housing (ARCH) and the Urban County Program-ESG/UCP Year 22 (2009) under the Emergency Shelter Grant Program for Essential Services and Homeless Prevention activities.

BACKGROUND

The Advocacy Resource Center for Housing (ARCH) will provide essential services and homeless prevention activities. Agreement is in the amount of $64,390.00. Services include:

Essential Services	Homeless Prevention
Staff salaries for implementing homeless prevention services.	Utility assistance with cut-off notices, rental assistance, and mortgage foreclosures.

Subrecipient: Advocacy Resource Center for Housing (ARCH)

Essential Services -	24,390.00
Homeless Prevention -	40,000.00
Total Agreement Amt.:	$ 64,390.00

Funds Available: $64,390.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 09:35 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/23/2009 04:17 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/22/2009 04:39 PM

Final Approval Date: 06/26/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **30th** day of **June**, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and American Red Cross.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

SECTION XVIII
Miscellaneous Provisions

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

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
Fed I.D. # _____

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

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

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender,

whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st day of July, 2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of Dec., 2010**. ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 20____.

_____
Executing Official

Subrecipient Firm Name: _____
Address: _____

Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2008.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2010 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2010 For the Months of...	Number of Beneficiaries	Services
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
Totals		

AI-16149 **15.B.**

Homeowner Home Rehab contracts

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) Unit in the City of Elsa in the amount of $35,500.00, (1) Unit in the City of Donna in the amount of $37,000.00 & (1) Unit in the City of Alton in the amount of $37,500.00 to GMH Construction.

2. (1) Unit in the City of Donna in the amount of $35,900.00 to J.D. Villarreal Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on May 5, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, June 17, 2009.

Fiscal Impact

Attachments

Link: home rehab bids

Link: contract- De Leon dba GMH

Link: contract-Villarreal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/24/2009 08:20 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/26/2009 09:37 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber — Started On: 06/23/2009 02:58 PM

Final Approval Date: 06/26/2009

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: JUNE 17, 2009	BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of single units in the Cities of: Alton, Elsa and two (2) in Donna. area.

CONTRACTORS	B. GARCIA	J. Barron	B&M VARGAS	M. Valenzuela			
RINCONES GROUP INC.							
ROLANDO'S GENERAL CONSTRUCTION	#36,400	#38,000	#49,989	#49,990			
J.D. VILLARREAL CONSTRUCTION	#35,800	#35,900	#56,000	#56,000			
QUALITY INVESTMENTS	#36,397	#38,397	#51,397	#51,397			
G & G CONSTRUCTION				#44,840			
CRG, INC.	#35,800	#36,399	#46,798	#46,798.50			
DELEON CONSTRUCTION		#37,000					mon
2-H HOMES							
G M H Construction	#35,500		#37,000	#37,500			

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM
OWNER-OCCUPIED REHABILITATION LOAN PROGRAM CONTRACT

This Owner-Occupied Rehabilitation Loan Program Contract ("Rehabilitation Contract") is entered into this _____ day of _____ **2009**, between the County of Hidalgo, State of Texas ("County") and _____ ("Owner(s)").

Owner has requested financial assistance from the County to renovate and/or rehabilitate Owner's residence in accordance with the requirements of the County's Owner-Occupied Rehabilitation Loan Program ("Rehabilitation Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Rehabilitation Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Rehabilitation Program is true and correct, that Owner is eligible to participate in the Rehabilitation Program and that Owner's participation in the Rehabilitation Program shall be in accordance with the terms of such Rehabilitation Program.

2. Owner agrees that the renovations and/or rehabilitation will be made to Owner's principal residence located at _____, as more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that Owner has good and indefeasible title to the Property. Owner further represents that there are no liens against the Property other than those disclosed on Exhibit "A," and that all ad valorem taxes on the Property have been paid.

4. Owner agrees that the renovations and/or rehabilitation to the Property will be made in accordance with the plans and specifications described on Exhibit "B" attached hereto ("Approved Construction").

5. Owner agrees that the Approved Construction will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes

and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended.

6. Owner agrees that the Approved Construction will also comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(b), as amended.

7. Owner agrees that the contractor selected to carry out the Approved Construction will be obtained using the County's procurement procedures.

8. Owner agrees to execute all documents requested by County in order for County to obtain a valid mechanic's and materialman's lien and deed of trust lien on the Property.

9. **OWNER AGREES THAT ALL CONSENTS AND/OR APPROVALS REQUIRED BY THE COUNTY WITH RESPECT TO THE APPROVED CONSTRUCTION ARE SOLELY FOR COUNTY'S BENEFIT, AND THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR ANY ASPECT OF THE APPROVED CONSTRUCTION, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK.**

10. County agrees to expend up to $_____ ("Construction Costs") for the benefit of Owner for the Approved Construction. The actual amount needed for Approved Construction will be determined based on the lowest and best bid received from eligible contractors through the County's procurement process. Once such amount is determined it shall become the approved Construction Costs for purposes of this Rehabilitation Contract. In no event shall County be obligated to expend in excess of $_ _____ for the Approved Construction.

11. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF TEN (10) CONSECUTIVE YEARS FOLLOWING THE COMPLETION OF THE APPROVED CONSTRUCTION, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 11. Such certificate shall include proof of a valid homeowner's insurance policy, copies of property tax statements, and a current utility bill. In the event of death of the Owner during the term of this contract, County is to be notified within sixty (60) days of the death so appropriate action may be taken.**

12. Owner agrees to execute documents ("Loan Documents") which obligate Owner to repay the Construction Costs to the County and which contain other provisions with which Owner must comply until the Construction Costs are repaid. Owner understands and agrees that Owner is obligated to repay the County the Construction Costs in a lump sum, without interest (except in case of a default by Owner), TEN (10) years after the beginning date used in the Loan Documents ("Repayment Date"). Provided

Owner has continuously used the residence located on the Property as Owner's principal residence for TEN (10) consecutive years after the beginning date used in the Loan Documents and is otherwise in compliance with the terms of the Loan Documents, County will credit Owner's Construction Costs on the Repayment Date in an amount equal to the Construction Costs. **FAILURE TO REPAY THE CONSTRUCTION COSTS IN ACCORDANCE WITH THIS REHABILITATION CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.**

13. Owner understands and agrees that if: (i) Owner sells the Property within ten (10) years following the beginning date used in the Loan Documents and such purchaser does not meet the requirements of Paragraph 14 of this Rehabilitation Contract; or (ii) Owner fails to continuously use the residence located on the Property as Owner's principal residence for ten (10) consecutive years following the beginning date used in the Loan Documents; or (iii) Owner fails to honor any of its other obligations to County under the Rehabilitation Contract or the Loan Documents; collectively, "Defaults;" that Owner, at County's option, is required to repay the Default Debt (hereinafter defined), together with interest at the rate of five percent (5%) per annum on the Default Debt, immediately. For purposes of this Rehabilitation Contract, "Default Debt" shall mean the difference between: (i) the Construction Costs; and (ii) "Default Credits". For purposes of this Rehabilitation Contract, "Default Credits" shall mean the amount, which shall vary based on the amount of time that has passed since the beginning date used in the Loan Documents at the time of the first Default, determined as follows:

(i) Defaults during the first year of the Loan Documents - 0 %;
(ii) Defaults during the second year of the Loan Documents - 10% of Construction Costs;
(iii) Defaults during the third year of the Loan Documents - 20% of Construction Costs;
(iv) Defaults during the fourth year of the Loan Documents - 30% of Construction Costs;
(v) Defaults during the fifth year of the Loan Documents - 40% of Construction Costs;
(vi) Defaults during the sixth year of the Loan Documents - 50% of Construction Costs;
(vii) Defaults during the seventh year of the Loan Documents - 60% of Construction Costs;
(viii) Defaults during the eighth year of the Loan Documents - 70% of Construction Costs;
(ix) Defaults during the ninth year of the Loan Documents - 80% of Construction Costs; and
(x) Defaults during the tenth year of the Loan Documents - 90% of Construction Costs.

14. If Owner sells the Property within ten (10) years of the beginning date used in the Loan Documents and the person to whom the Property is sold qualifies for the County's Rehabilitation Program, the County may, in its sole discretion, consent to the sale and to the assumption by the purchaser of the Owner's obligations hereunder and under the loan Documents, including without limitation the obligation to use the Property as such purchaser's principal residence for the remainder of said ten (10) year period.

15. **THIS REHABILITATION CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; HOWEVER, THE OBLIGATIONS OF THE COUNTY ARE SUBJECT TO APPROVAL OF THE HIDALGO COUNTY COMMISSIONERS COURT. IF SUCH APPROVAL IS NOT OBTAINED WITHIN SIXTY DAYS OF THE DATE OF THIS AGREEMENT, BOTH PARTIES TO THIS REHABILITATION CONTRACT ARE RELIEVED OF ANY FURTHER OBLIGATIONS TO THE OTHER. OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE REHABILITATION CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

By: Diana R. Serna
Its: Director

OWNER(s)

_____

_____

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna, Director** of COUNTY OF HIDALGO, URBAN COUNTY PROGRAM, on _____ _____ of **2009**, in the capacity therein stated.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by_____ _____ on the _____ **2009**.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by_____ _____ on the _____ **2009**.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To
Owner-Occupied Rehabilitation Loan Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

OTHER LIENS AGAINST THE PROPERTY: **None of Record**

Exhibit "B"
To
Owner-Occupied Rehabilitation Loan Program Contract
Plans and Specifications

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of _____ **_____, 2009**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER:

BORROWER'S ADDRESS:

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **Gustavo De Leon d/b/a GMH Construction**

CONTRACTOR'S ADDRESS: **304 Toledo, Mission, TX 78572**

NOTE:

$_____ Mechanic's Lien Note dated _____, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated _____, executed by Borrower, payable to Lender, also secured by the Property

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated _____ between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION:_____

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

_____

CONTRACTOR'S SIGNATURE:

_____

Gustavo De Leon d/b/a
GMH Construction

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by _____ _____ of HIDALGO COUNTY, on _____ **2009.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by _____ _____ of HIDALGO COUNTY, on _____ **2009.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Gustavo De Leon d/b/a GMH Construction** on _____ **, 2009.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2009.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM
OWNER-OCCUPIED REHABILITATION LOAN PROGRAM CONTRACT

This Owner-Occupied Rehabilitation Loan Program Contract ("Rehabilitation Contract") is entered into this ____ day of _____, **2009**, between the County of Hidalgo, State of Texas ("County") and _____ ("Owner(s)").

Owner has requested financial assistance from the County to renovate and/or rehabilitate Owner's residence in accordance with the requirements of the County's Owner-Occupied Rehabilitation Loan Program ("Rehabilitation Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Rehabilitation Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Rehabilitation Program is true and correct, that Owner is eligible to participate in the Rehabilitation Program and that Owner's participation in the Rehabilitation Program shall be in accordance with the terms of such Rehabilitation Program.

2. Owner agrees that the renovations and/or rehabilitation will be made to Owner's principal residence located at _____, as more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that Owner has good and indefeasible title to the Property. Owner further represents that there are no liens against the Property other than those disclosed on Exhibit "A," and that all ad valorem taxes on the Property have been paid.

4. Owner agrees that the renovations and/or rehabilitation to the Property will be made in accordance with the plans and specifications described on Exhibit "B" attached hereto ("Approved Construction").

5. Owner agrees that the Approved Construction will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located

within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended.

6. Owner agrees that the Approved Construction will also comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(b), as amended.

7. Owner agrees that the contractor selected to carry out the Approved Construction will be obtained using the County's procurement procedures.

8. Owner agrees to execute all documents requested by County in order for County to obtain a valid mechanic's and materialman's lien and deed of trust lien on the Property.

9. **OWNER AGREES THAT ALL CONSENTS AND/OR APPROVALS REQUIRED BY THE COUNTY WITH RESPECT TO THE APPROVED CONSTRUCTION ARE SOLELY FOR COUNTY'S BENEFIT, AND THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR ANY ASPECT OF THE APPROVED CONSTRUCTION, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK.**

10. County agrees to expend up to $_____ ("Construction Costs") for the benefit of Owner for the Approved Construction. The actual amount needed for Approved Construction will be determined based on the lowest and best bid received from eligible contractors through the County's procurement process. Once such amount is determined it shall become the approved Construction Costs for purposes of this Rehabilitation Contract. In no event shall County be obligated to expend in excess of $_____ for the Approved Construction.

11. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF TEN (10) CONSECUTIVE YEARS FOLLOWING THE COMPLETION OF THE APPROVED CONSTRUCTION, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 11. Such certificate shall include proof of a valid homeowner's insurance policy, copies of property tax statements, and a current utility bill. In the event of death of the Owner during the term of this contract, County is to be notified within sixty (60) days of the death so appropriate action may be taken.**

12. Owner agrees to execute documents ("Loan Documents") which obligate Owner to repay the Construction Costs to the County and which contain other provisions with which Owner must comply until the Construction Costs are repaid. Owner understands and agrees that Owner is obligated to repay the County the Construction Costs in a lump sum, without interest (except in case of a default by Owner), TEN (10)

years after the beginning date used in the Loan Documents ("Repayment Date"). Provided Owner has continuously used the residence located on the Property as Owner's principal residence for TEN (10) consecutive years after the beginning date used in the Loan Documents and is otherwise in compliance with the terms of the Loan Documents, County will credit Owner's Construction Costs on the Repayment Date in an amount equal to the Construction Costs. **FAILURE TO REPAY THE CONSTRUCTION COSTS IN ACCORDANCE WITH THIS REHABILITATION CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.**

13. Owner understands and agrees that if: (i) Owner sells the Property within ten (10) years following the beginning date used in the Loan Documents and such purchaser does not meet the requirements of Paragraph 14 of this Rehabilitation Contract; or (ii) Owner fails to continuously use the residence located on the Property as Owner's principal residence for ten (10) consecutive years following the beginning date used in the Loan Documents; or (iii) Owner fails to honor any of its other obligations to County under the Rehabilitation Contract or the Loan Documents; collectively, "Defaults;" that Owner, at County's option, is required to repay the Default Debt (hereinafter defined), together with interest at the rate of five percent (5%) per annum on the Default Debt, immediately. For purposes of this Rehabilitation Contract, "Default Debt" shall mean the difference between: (i) the Construction Costs; and (ii) "Default Credits". For purposes of this Rehabilitation Contract, "Default Credits" shall mean the amount, which shall vary based on the amount of time that has passed since the beginning date used in the Loan Documents at the time of the first Default, determined as follows:

(i) Defaults during the first year of the Loan Documents - 0 %;
(ii) Defaults during the second year of the Loan Documents - 10% of Construction Costs;
(iii) Defaults during the third year of the Loan Documents - 20% of Construction Costs;
(iv) Defaults during the fourth year of the Loan Documents - 30% of Construction Costs;
(v) Defaults during the fifth year of the Loan Documents - 40% of Construction Costs;
(vi) Defaults during the sixth year of the Loan Documents - 50% of Construction Costs;
(vii) Defaults during the seventh year of the Loan Documents - 60% of Construction Costs;
(viii) Defaults during the eighth year of the Loan Documents - 70% of Construction Costs;
(ix) Defaults during the ninth year of the Loan Documents - 80% of Construction Costs; and
(x) Defaults during the tenth year of the Loan Documents - 90% of Construction Costs.

14. If Owner sells the Property within ten (10) years of the beginning date used in the Loan Documents and the person to whom the Property is sold qualifies for the County's Rehabilitation Program, the County may, in its sole discretion, consent to the sale and to the assumption by the purchaser of the Owner's obligations hereunder and under the loan

Documents, including without limitation the obligation to use the Property as such purchaser's principal residence for the remainder of said ten (10) year period.

15. **THIS REHABILITATION CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; HOWEVER, THE OBLIGATIONS OF THE COUNTY ARE SUBJECT TO APPROVAL OF THE HIDALGO COUNTY COMMISSIONERS COURT. IF SUCH APPROVAL IS NOT OBTAINED WITHIN SIXTY DAYS OF THE DATE OF THIS AGREEMENT, BOTH PARTIES TO THIS REHABILITATION CONTRACT ARE RELIEVED OF ANY FURTHER OBLIGATIONS TO THE OTHER. OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE REHABILITATION CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

By: Diana R. Serna
Its: Director

OWNER(s)

_____

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna, Director** of COUNTY OF HIDALGO, URBAN COUNTY PROGRAM, on _____ of ___ **2009**, in the capacity therein stated.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by_____ _____ on the _____ **2009**.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To
Owner-Occupied Rehabilitation Loan Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

OTHER LIENS AGAINST THE PROPERTY: **None of Record**

Exhibit "B"
To
Owner-Occupied Rehabilitation Loan Program Contract
Plans and Specifications

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement ("Agreement"), effective as of _____, **2009**, among the Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted in a Mechanic's Lien Contract and a Deed of Trust.

BORROWER:

BORROWER'S ADDRESS:

LENDER: County of Hidalgo, Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
1916 Tesoro Blvd
Pharr, Texas 78577

CONTRACTOR: **J.D. Villarreal Construction**

CONTRACTOR'S ADDRESS: **2228 Fir, McAllen, TX 78501**

NOTE:

$_____ Mechanic's Lien Note dated _____ **2009**, executed by Borrower, payable to Contractor, as stated in the note, and secured by the Property, which note has been renewed and extended into a Promissory Note dated _____ **2009**, executed by Borrower, payable to Lender, also secured by the Property.

CONTRACT:

Mechanic's Lien Contract of even date herewith executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and retaining liens against the Property. The liens have been transferred to Lender

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien granted by Borrower to Contractor in the Mechanic's Lien Contract on the Property, which liens were transferred to Lender in a Transfer of Lien of even date herewith, which Mechanic's Lien Contract and Transfer of Lien are recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien granted by Borrower for the benefit of Lender in a Deed of Trust of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract dated _____ **2009** between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor. In the event of a conflict in the documents, the provision in the document containing the most stringent requirement for the matter in dispute shall control

AMOUNT AVAILABLE FOR CONSTRUCTION: $_____

Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved

by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower and Contractor have executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, an Owner-Occupied Rehabilitation Loan Program Contract, Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial release and lien waivers from subcontractors, suppliers and Contractor for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) Affidavit of Completion and Final Bills Paid Affidavit executed by Borrower and Contractor, which complies with Subchapter K, Chapter 53, Texas Property Code, together with supporting evidence (including, but not limited to, waivers of lien and releases signed by Contractor and all subcontractors and suppliers of materials) that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will be disbursed thirty-one days after all of the following events have occurred: (i) completion of the Improvements and acceptance by Borrower and Lender; (ii) an Affidavit of Completion acceptable to Lender has been executed by Borrower and Contractor; (iii) the Affidavit of Completion has been filed in the Real Property Records of the county where the Property is located; and (iv) Borrower and Contractor have complied with

the provisions of Paragraph 4 of this Agreement. Notwithstanding any statement in this paragraph to the contrary, the retainage will not be disbursed if any liens have been filed against the Property in the Real Property Records of the county where the Property is located. Further, Lender may withhold approval of payment of the retainage until after Lender is presented evidence satisfactory to Lender, including but not limited to affidavits by Borrower and Contractor, showing payment in full of all obligations incurred in connection with construction.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time

to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

_____

CONTRACTOR'S SIGNATURE:

_____

J.D. Villarreal Construction

(Jurat/Individual Acknowledgement)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by _____ _____of HIDALGO COUNTY, on **_____, 2009.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **J.D. Villarreal Construction** on **_____, 2009.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me by **Diana Serna** on **_____, 2009.**

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"
PLANS AND SPECIFICATIONS,

TIMETABLE
AND
BUDGET

EXHIBIT "C"

SPECIAL CONDITIONS: **NONE**

AI-16164 **15.C.**

Interlocal Agreements - (10) member City consortium

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Authorization for Hidalgo County Judge Juan D. Salinas, III to execute the Hidalgo County Urban County Program Interlocal Agreements with (10) member City consortium for Urban County Year 22 (2009).

BACKGROUND

In order to ensure the proper expenditures of CDBG funds, as outlined in 24CFR Part 570 and other related federal rules and regulations as they apply, an Interlocal Agreement must be formally executed on an annual basis between the County of Hidalgo and each member of the Urban County Program. Interlocals will be executed with the following cities:

Alamo	Edcouch	Hidalgo	La Joya
Alton	La Villa	Peñitas	San Juan
Mercedes			
Elsa			

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 10:21 AM	APRV
1	Budget & Management	Erika Zamora	06/24/2009 10:21 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 10:32 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 10:32 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 09:38 AM

2009 INTERLOCAL AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Interlocal Agreement, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as the "County" and the _____, a municipal corporation under the laws of the State of Texas, hereafter referred to as "City".

WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Hidalgo County as having the "essential powers" to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated $_____ of Fiscal Year 2009 Community Development Block Grant (CDBG) Funds under Grant No. B-09-UC-48-0501 to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City's population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR. 570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I
Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City's jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

SECTION II
Applicability of Uniform Administrative Requirements

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments." (24 CFR Part 85) or any variation as may be approved by HUD. The City agrees to work with the County to make available all data, information and records as may be necessary for the proper accounting of all CDBG expenditures and activities. A description of City and County responsibilities can be found in Exhibit B MATRIX. City agrees to make all records available to the County and shall not be the custodian of any official records or information.

City agrees to comply with OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments,: OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government":

(1) Section 85.3, "Definitions";
(2) Section 85.6, "Exceptions";
(3) Section 85.12, Special grant or subgrant conditions for "high-risk "grantees";
(4) Section 85.20, "Standards for financial management systems," except paragraph (a);
(5) Section 85.21, "Payment," except as modified by SS570.513;
(6) Section 85.22, "Allowable costs";
(7) Section 85.26, "Non-federal audits"
(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
(9) Section 85.33, "Supplies";
(10) Section 85.34, "Copyrights";
(11) Section 85.35, "Subawards to debarred and suspended parties";
(12) Section 85.36, "Procurement," except paragraph (a);
(13) Section 85.37, "Subgrants";
(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b), (d) and (f);
(15) Section 85.41, "Financial Reporting." except paragraphs (a), (b), and (e);
(16) Section 85.42, "Retention and access requirements for records";
(17) Section 85.43, "Enforcement";
(18) Section 85.44, "Termination for convenience";
(19) Section 85.51, "Later disallowances and adjustments"; and
(20) Section 85.52, "Collection of amounts due."

Not withstanding the requirements of OMB Circular A-133; the City agrees to submit a yearly Certified City Financial Audit regardless of the dollar amount expended in that fiscal year in the time and manner prescribed by the County.

SECTION III
Other Program Requirements

The City agrees to comply with "Other Program Requirements" as listed in Exhibit D (24 CFR 570.600-611) except for the environmental responsibilities outlined at 24 CFR 570.604 and the review process under Executive Order 12372.

SECTION IV
Allocation

The City understands that the Urban County allocation has been set at $\$$_____ for Fiscal Year 2009 and that City's allotment has been set at $\$$_____. The City agrees to cooperate with the County in the expenditure of these funds for the activities so described in Exhibit A of this Agreement ant that Exhibit A is an integral part of this Agreement.

The City further agrees to inform the County on any changes in scope, funding or location of the activities listed on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in Fiscal Year 2009. In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line of credit by April 30, 2010. Funds in excess of the 1.5 standards shall be subject to the Recapture Policy of the Urban County Program. The County shall recapture any and all unobligated funds that a City fails to expend or obligate by June 30, 2012 and shall expend such unobligated funds as it may deem appropriate.

SECTION V
Access

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

SECTION VI
Monitoring

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

SECTION VII
Conflict of Interest

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

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

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment 1A)

SECTION VIII
Religious Activities

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

SECTION IX
Real and Property Assets

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of $ 25,000 must be used for the CDBG activity so planned

including the beneficiaries of such use. Any change in use or beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over $ 25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet one of the national objectives or in any case where the City no longer uses the asset for its intended use.

SECTION X
Jurisdiction

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). Exhibit-E

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year (B-09-UC-48-0501) and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

SECTION XI
Payment Requests and Program Income

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be

required by the County of program income earned, retained, and expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

SECTION XII
Section 108 Loan Guarantee

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan is included herein as Exhibit "C" if applicable.

SECTION XIII
Legal Action

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

SECTION XIV
Suspension and Termination

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

SECTION XV
Changes or Amendments

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

SECTION XVI
Essential Powers

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2005 – 2009 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2005 – 2009 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this ____ Day of _____, 2009.

ATTEST:

_____
Arturo Guajardo
County Clerk

_____
Juan D. Salinas III
Hidalgo County Judge

ATTEST:

_____
City Secretary

_____
Mayor _____

Approved as to form: _____
Steve Crain, Legal Counsel

AI-16179 **15.D.**

Subrecipient Agreement - Food Bank of Rio Grande Valley
CC REGULAR

Date: 06/30/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Food Bank of the Rio Grande Valley (Public Services – General) in the amount of $35,000.00 for the Urban County Program Year 22 (2009).

BACKGROUND

Funding will be utilized for the reimbursement of purchase of food for the distribution by the Elsa Food Pantry who serves the Delta Area. The Agreement shall be effective on July 1, 2009. (See the attached exhibits)

Subrecipient:	**Food Bank of the Rio Grande Valley**	
Individual Agreement Amount:	Hidalgo County Precinct #1	$25,000.00
	City of Elsa	$10,000.00
Total Funding Amount		**$35,000.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: exhibit - Food Bank
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:24 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 11:52 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 03:10 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 25,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients on the 2nd Saturday of every month from 6:00am-10:00am.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Emergency assistance is always available, home deliveries to the elderly, disabled and those lacking transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Families, adults, seniors, children and homeless of all ages, gender who are low income residents within the Pct 1 area.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Elsa Housing Food Pantry 309 W. 3rd Ave. Elsa, Texas 78543 and home deliveries to the elderly, disable and to those who lack transportation.

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Food Distribution	$ 25,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 25,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 2,272.00	Food Distribution
August	$ 2,272.00	Food Distribution
September	$ 2,272.00	Food Distribution
October	$ 2,272.00	Food Distribution
November	$ 2,272.00	Food Distribution
December	$ 2,272.00	Food Distribution
January	$ 2,272.00	Food Distribution
February	$ 2,272.00	Food Distribution
March	$ 2,272.00	Food Distribution
April	$ 2,272.00	Food Distribution
May	$2,280.00	Food Distribution
TOTAL:	**$25,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	2116	Distribution of Food
August	0	Distribution of Food
September	0	Distribution of Food
October	0	Distribution of Food
November	0	Distribution of Food
December	0	Distribution of Food
January	0	Distribution of Food
February	0	Distribution of Food
March	0	Distribution of Food
April	0	Distribution of Food
May	0	Distribution of Food
Total for the Year:	2116	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of Elsa

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide nutritious food supplies and reduce the food insecurity to the needy.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: City of Elsa

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Continue food distribution to eligible recipients.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients on the 2nd Saturday of every month from 6:00am-10:00am.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Emergency assistance is always available, home deliveries to the elderly, disabled and those lacking transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Families, adults, seniors, children and homeless of all ages, gender who are low income residents within the city limits of Elsa.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Elsa Housing Food Pantry 309 W. 3rd Ave. Elsa, Texas 78543 and home deliveries to the elderly, disable and to those who lack transportation.

Exhibit B-1
GRANT BUDGET
City of Elsa

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Food Distribution	$ 10,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Elsa

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200 9 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 909.00	Food Distribution
August	$ 909.00	Food Distribution
September	$ 909.00	Food Distribution
October	$ 909.00	Food Distribution
November	$ 909.00	Food Distribution
December	$ 909.00	Food Distribution
January	$ 909.00	Food Distribution
February	$ 909.00	Food Distribution
March	$ 909.00	Food Distribution
April	$ 909.00	Food Distribution
May	$910.00	Food Distribution
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Elsa

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	1058	Distribution of Food
August	0	Distribution of Food
September	0	Distribution of Food
October	0	Distribution of Food
November	0	Distribution of Food
December	0	Distribution of Food
January	0	Distribution of Food
February	0	Distribution of Food
March	0	Distribution of Food
April	0	Distribution of Food
May	0	Distribution of Food
Total for the Year:	**1058**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

AI-16186 **15.E.**

Subrecipient Agreement - La Union Del Pueblo Entero

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with La Union Del Pueblo Entero (Public Service) in the amount of $44,600.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the payment of salaries for outreach worker(s) and stipends for teachers conducting self-development classes. The Agreement shall be effective on July 1, 2009. (See attached exhibits)

Subrecipient: **La Union Del Pueblo Entero (LUPE)**

Individual Agreement amounts:	Hidalgo County Precinct #1	19,977.00
	Hidalgo County Precinct #2	9,849.00
	Hidalgo County Precinct #3	14,774.00

Total Funding Amount: **$44,600.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - LUPE

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:30 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 11:53 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW
Form Started By: Estella Webber			Started On: 06/24/2009 03:34 PM	

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

We will conduct 6 self-development classes divided between 2 locations (Mercedes & Edcouch). In addition we will reach out to low-income residents of Precinct #1 with information about valuable services and programs available to area residents.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 19,977.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG Funds will be used to pay a stipend to instructor(s) and to cover a portion of the salary and fringe benefits for an Outreach Specialist.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Each class will meet twice weekly for approximately 18 hours/month to prepare residents to become US citizens or to learn English. The Outreach Specialist will distribute information about LUPE programs and services, conduct community meetings, and provide leadership training for community residents.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services being offered represent a continuation of current services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Services will be provided primarily for the benefit of low-income residents of Precinct #1. We expect to enroll at least 96 residents in our self-development classes over the course of the year.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Casa Saldaña Community Center, 1225 N. FM491, Mercedes TX 78570
Casa Messina Community Center, MI 4W & MI 15 ½ N, Edcouch TX 78538

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Teacher stipends (Mercedes & Edcouch sites)	$ 13,464.00
Salary and fringe benefits for an Outreach Specialist	$ 6,513.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 19,977.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,817.00	Teacher stipends and partial salary & benefits for Outreach Specialist
August	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
September	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
October	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
November	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
December	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
January	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
February	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
March	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
April	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
May	$ 1,816.00	Teacher stipends and partial salary & benefits for Outreach Specialist
TOTAL:	**$ 19,977.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	16	Self-development classes for 16 new enrollees
August	8	Self-development classes for 8 new enrollees
September	8	Self-development classes for 8 new enrollees
October	8	Self-development classes for 8 new enrollees
November	8	Self-development classes for 8 new enrollees
December	8	Self-development classes for 8 new enrollees
January	8	Self-development classes for 8 new enrollees
February	8	Self-development classes for 8 new enrollees
March	8	Self-development classes for 8 new enrollees
April	8	Self-development classes for 8 new enrollees
May	8	Self-development classes for 8 new enrollees
Total for the Year:	**96**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

We will conduct 3 self-development classes. In addition we will reach out to low-income residents of Precinct #2 with information about valuable services and programs available to area residents.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 9,849.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG Funds will be used to pay a stipend to instructor(s) and to cover a portion of the salary and fringe benefits for an Outreach Specialist.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Each class will meet twice weekly for approximately 18 hours/month to prepare residents to become US citizens or to learn English. The Outreach Specialist will distribute information about LUPE programs and services, conduct community meetings, and provide leadership training for community residents.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services being offered represent a continuation of current services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Services will be provided primarily for the benefit of low-income residents of Precinct #2. We expect to enroll at least 64 residents in our self-development classes over the course of the year.

Section VII List the location(s) with a physical address where the service(s) will be provided.

1601 E. Business Highway 83 (NW Corner Bus 83 & Cesar Chavez Rd) San Juan TX 78589

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Teacher stipends	$ 6,732.00
Salary and fringe benefits for an outreach specialist	$ 3,117.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 9,849.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 896.00	Teacher stipends and partial salary & benefits for Outreach Specialist
August	$ 896.00	Teacher stipends and partial salary & benefits for Outreach Specialist
September	$ 896.00	Teacher stipends and partial salary & benefits for Outreach Specialist
October	$ 896.00	Teacher stipends and partial salary & benefits for Outreach Specialist
November	$ 895.00	Teacher stipends and partial salary & benefits for Outreach Specialist
December	$ 895.00	Teacher stipends and partial salary & benefits for Outreach Specialist
January	$ 895.00	Teacher stipends and partial salary & benefits for Outreach Specialist
February	$ 895.00	Teacher stipends and partial salary & benefits for Outreach Specialist
March	$ 896.00	Teacher stipends and partial salary & benefits for Outreach Specialist
April	$ 895.00	Teacher stipends and partial salary & benefits for Outreach Specialist
May	$ 894.00	Teacher stipends and partial salary & benefits for Outreach Specialist
TOTAL:	**$ 9,849.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	16	Self-development classes for 16 new enrollees
August	8	Self-development classes for 8 new enrollees
September	6	Self-development classes for 6 new enrollees
October	6	Self-development classes for 6 new enrollees
November	4	Self-development classes for 4 new enrollees
December	4	Self-development classes for 4 new enrollees
January	4	Self-development classes for 4 new enrollees
February	4	Self-development classes for 4 new enrollees
March	4	Self-development classes for 4 new enrollees
April	4	Self-development classes for 4 new enrollees
May	4	Self-development classes for 4 new enrollees
Total for the Year:	**64**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The IVHI provides first aid kits to Colonia residents with limited to no access to health care by establishing and maintaining social networks. Through the work of Promotores (Community Health workers), the kits are refilled as needed and the residents receive health related educational and referral support. Each social network includes approximately 10 families that share responsibility for the kit. The kit is available to the residents and any visitors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 14,774.00 Awarded By: Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

CDBG Funds will be used to pay a stipend to each instructor and to cover a portion of the salary and fringe benefits for an Outreach Specialist.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Classes will meet 4.5 hours per week over 2 days. Outreach will be conducted by an Outreach Specialist who will provide information to the public about programs and services available at the LUPE offices, conduct community meetings, and provide leadership training for community residents.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

These are the same services we have provided over the last 4 years. No new services are envisioned at this point.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
Services will be provided primarily for the benefit of low-income residents of Precinct #3. We expect to enroll at least 64 residents in our self-development classes over the course of the year.

Section VII List the location(s) with a physical address where the service(s) will be provided.

201 W. Main, Alton TX 78573

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Teacher stipends	$ 6,732.00
Salary and fringe benefits for an Outreach Specialist	$ 8,042.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 14,774.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,344.00	Personnel, first aid supplies, first aid manual supplies, mileage
August	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
September	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
October	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
November	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
December	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
January	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
February	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
March	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
April	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
May	$ 1,343.00	Personnel, first aid supplies, first aid manual supplies, mileage
TOTAL:	**$ 14,774.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	16	Self-development classes for 16 new enrollees
August	8	Self-development classes for 8 new enrollees
September	6	Self-development classes for 6 new enrollees
October	6	Self-development classes for 6 new enrollees
November	4	Self-development classes for 4 new enrollees
December	4	Self-development classes for 4 new enrollees
January	4	Self-development classes for 4 new enrollees
February	4	Self-development classes for 4 new enrollees
March	4	Self-development classes for 4 new enrollees
April	4	Self-development classes for 4 new enrollees
May	4	Self-development classes for 4 new enrollees
Total for the Year:	**64**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16127 **15.F.**

Subrecipient Agreement - The Salvation Army

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with The Salvation Army and the Urban County Program-ESG/UCP Year 22 (2009) under the Emergency Shelter Grant Program for Maintenance and Operations, Essential Services, and Homeless Prevention Services.

BACKGROUND

The Salvation Army will use the funds at their homeless shelter. Agreement is in the amount of $112,078.00. Services include:

Maintenance & Operations	Essential Services	Homeless Prevention
Utilities (light, phone, water)	Staff salaries/benefits(shelter manager,	Utility cut-offs, rent,
Yard Maintenance/Minor Repairs	case worker)	rental deposits, and
Supplies (cleaning/office)		mortgage foreclosures
Food/Comfort Kits		

Subrecipient: **The Salvation Army**

$ 58,078.00- Maintenance & Operations
24,000.00 - Essential Services
30,000.00- Homeless Prevention Service

Total Agreement Amt.: $112,078.00

Funds Available: $112,078.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 09:35 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/23/2009 04:16 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/22/2009 04:27 PM

Final Approval Date: 06/26/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **30th** day of **June**, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and American Red Cross.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

SECTION XVIII
Miscellaneous Provisions

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

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
Fed I.D. # _____

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

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

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender,

whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st day of July, 2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of Dec., 2010**. ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 20____.

_____
Executing Official

Subrecipient Firm Name: _____
Address: _____

Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2008.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2010 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2010 For the Months of...	Number of Beneficiaries	Services
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
Totals		

AI-16189 **15.G.**

Subrecipient Agreement - International Valley Health Institute

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with International Valley Health Institute (Public Services) in the amount of $35,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized by the reimbursement of salaries for promotoras, mileage and purchase of supplies that will provide first aid kits through Community Health Workers (Promotoras). The Agreement shall be effective on July 1, 2009. (See the attached exhibits).

Subrecipient: **International Valley Health Institute**

Individual Agreement Amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	10,000.00
	Hidalgo County Precinct #3	15,000.00

Total Agreement Amount: **$35,000.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - Health Institute

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:37 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 11:56 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/24/2009 03:47 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The IVHI provides first aid kits to Colonia residents with limited to no access to health care by establishing and maintaining social networks. Through the work of Promotores (Community Health workers), the kits are refilled as needed and the residents receive health related educational and referral support. Each social network includes approximately 10 families that share responsibility for the kit. The kit is available to the residents and any visitors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and fringe benefits of staff providing direct services, purchase of first aid supplies, supplies for first aid manuals, and mileage for promotores (community health workers).

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Kits will be supplied to new networks and restocked in existing networks as utilized by colonia residents. Promotores will visit the colonias regularly. A first aid manual will be distributed with each kit; individual educational programming and health care referrals will be provided as needed. Additional manuals will also be made available to any family requesting one for their home. Promotores will make their visits Monday –Friday between the hours of 8 am and 5 pm. There may be occasions when Promotores will have to visit families on weekends or after 5 PM to best serve the needs of some families.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funding of this project will allow the families in the participating colonias of Pct. #1 to continue to receive first aid supplies and expanded educational and referral services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Services will be provided to approximately 250 low-income residents living in Pct. #1 of Hidalgo County. The majority of the residents are of Hispanic ethnicity and with minimal to no health care coverage and very limited access to health care.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be provided to colonias located in Precinct #1, including those with existing social networks, But not limited to the following: Zacatal, Cameron #1, Cameron #2, Capetillo, Relampago, WaterFalls, Tierra Bella, South Donna, Balli, La Pinata, Pioneer, and Frontera.

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries & fringe benefits for staff providing direct services (Community Health Workers, etc)	$ 8,000.00
First Aid Supplies & Supplies for First Aid Manuals	$ 1,000.00
Mileage for staff providing direct services (Community Health Workers)	$ 1,000.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$910.00	Personnel, first aid supplies, first aid manual supplies, mileage
August	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
September	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
October	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
November	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
December	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
January	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
February	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
March	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
April	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
May	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
TOTAL:	**$ 10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	200	Continuation of 1st Aid Project
August	10	Continuation of 1st Aid Project
September	10	Continuation of 1st Aid Project
October	5	Continuation of 1st Aid Project
November	5	Continuation of 1st Aid Project
December	5	Continuation of 1st Aid Project
January	5	Continuation of 1st Aid Project
February	5	Continuation of 1st Aid Project
March	5	Continuation of 1st Aid Project
April	0	Continuation of 1st Aid Project
May	0	Continuation of 1st Aid Project
Total for the Year:	**250**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The IVHI provides first aid kits to Colonia residents with limited to no access to health care by establishing and maintaining social networks. Through the work of Promotores (Community Health workers), the kits are refilled as needed and the residents receive health related educational and referral support. Each social network includes approximately 10 families that share responsibility for the kit. The kit is available to the residents and any visitors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and fringe benefits of staff providing direct services, purchase first aid supplies, supplies for first aid manuals, and mileage for promotores (community health workers).

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Kits will be supplied to new networks and restocked in existing networks as utilized by colonia residents. Promotores will visit the colonias regularly. A first aid manual will be distributed with each kit; individual educational programming and health care referrals will be provided as needed. Additional manuals will also be made available to any family requesting one for their home. Promotores will make their visits Monday –Friday between the hours of 8 am and 5 pm. There may be occasions when Promotores will have to visit families on weekends or after 5 PM to best serve the needs of some families.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funding of this project will allow the families in the participating colonias of Pct. #1 to continue to receive first aid supplies and expanded educational and referral services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
Services will be provided to approximately 250 low-income residents living in Pct. #2 of Hidalgo County. The majority of the residents are of Hispanic ethnicity and with minimal to no health care coverage and very limited access to health care.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be provided to colonias located in Precinct #2, including those with existing social networks, but not limited to the following: Rancho Blanco (2), South Tower Heights (1), South Tower Estates (2), Pantera(2), El Gato(2), Whitewings 1, Whitewings 2, Whitewings 3, and Roadrunner. The number in parentheses indicates multiple social networks within a particular colonia.

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and fringe benefits for staff providing direct services (community health workers)	$ 8,000.00
Supplies for First Aid Kits and Manuals	$ 1,000.00
Mileage for staff providing direct services (community health workers)	$ 1,000.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$910.00	Personnel, first aid supplies, first aid manual supplies, mileage
August	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
September	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
October	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
November	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
December	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
January	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
February	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
March	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
April	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
May	$909.00	Personnel, first aid supplies, first aid manual supplies, mileage
TOTAL:	**$ 10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	200	Continuation of 1st Aid Project
August	10	Continuation of 1st Aid Project
September	10	Continuation of 1st Aid Project
October	5	Continuation of 1st Aid Project
November	5	Continuation of 1st Aid Project
December	5	Continuation of 1st Aid Project
January	5	Continuation of 1st Aid Project
February	5	Continuation of 1st Aid Project
March	5	Continuation of 1st Aid Project
April	0	Continuation of 1st Aid Project
May	0	Continuation of 1st Aid Project
Total for the Year:	**250**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The IVHI provides first aid kits to Colonia residents with limited to no access to health care by establishing and maintaining social networks. Through the work of Promotores (Community Health workers), the kits are refilled as needed and the residents receive health related educational and referral support. Each social network includes approximately 10 families that share responsibility for the kit. The kit is available to the residents and any visitors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 15,000.00 Awarded By: Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and fringe benefits for staff providing direct services, purchase of first aid supplies, supplies for first aid manuals, and mileage for promotores (community health workers).

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Kits will be supplied to new networks and restocked in existing networks as utilized by colonia residents. Promotores will visit the colonias regularly. A first aid manual will be distributed with each kit; individual educational programming and health care referrals will be provided as needed. Additional manuals will also be made available to any family requesting one for their home. Promotores will make their visits Monday –Friday between the hours of 8 am and 5 pm. There may be occasions when Promotores will have to visit families on weekends or after 5 PM to best serve the needs of some families.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funding of this project will allow the families in the participating colonias of Pct. #3 to continue to receive first aid supplies and expanded educational and referral services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Services will be provided to approximately 300 low-income residents living in Pct. #3 of Hidalgo County. The majority of the residents are of Hispanic ethnicity and with minimal to no health care coverage and very limited access to health care.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be provided to colonias located in Precinct #3, including those with existing social networks, but not limited to the following: Sanchez Ranch (2), OT (1), Ojo de Agua (2), Perezville(1), Abram(1), Carlos Acres(2), Sunny Haven(1), Sotira(1), and Los Trevinos(1). The numbers in parentheses indicate multiple social networks within a colonia.

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and fringe benefits for staff providing direct services (community health workers).	$10,800.00
Supplies for first aid kits and manuals	$ 2,100.00
Mileage for staff providing direct services (community health workers).	$ 2,100.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 15,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
August	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
September	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
October	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
November	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
December	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
January	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
February	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
March	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
April	$1,364.00	Personnel, first aid supplies, first aid manual supplies, mileage
May	$1,360.00	Personnel, first aid supplies, first aid manual supplies, mileage
TOTAL:	**$ 15,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	100	Continuation of 1st Aid Project
August	50	Continuation of 1st Aid Project
September	50	Continuation of 1st Aid Project
October	50	Continuation of 1st Aid Project
November	25	Continuation of 1st Aid Project
December	25	Continuation of 1st Aid Project
January	0	Continuation of 1st Aid Project
February	0	Continuation of 1st Aid Project
March	0	Continuation of 1st Aid Project
April	0	Continuation of 1st Aid Project
May	0	Continuation of 1st Aid Project
Total for the Year:	**300**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16194 **15.H.**

Subrecipient Agreement - Women Together

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with Mujeres Unidas-Women Together (Battered & Abused Spouses) in the amount of $41,500.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the payment of salaries to include, but not limited to caseworker(s), shelter advocate(s), intake/clerk receptionist, and transitional housing advocate(s) who provide crisis intervention and support services for victims of domestic violence. The Agreement shall be effective on July 1, 2009. (See attached exhibits)

Subrecipient: **Mujeres Unidas-Women Together**

Individual Agreement amounts:		Hidalgo County Precinct #1	$ 10,000.00
		Hidalgo County Precinct #2	$ 13,500.00
		Hidalgo County Precinct #3	$ 10,000.00
		Hidalgo County Precinct #4	$ 8,000.00
Total Funding Amount: 41,500.00			**$**

Fiscal Impact

FISCAL YEAR:	2009	**ACCT. #:**	URBAN COUNTY FUNDS
FUNDS AVAILABLE Y/N?:	Y	**MATCHING FUNDS Y/N?:**	

BUDGETARY IMPACT:

Attachments

Link: exhibit - Women Together

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	06/25/2009 08:48 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 12:00 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 04:13 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The mission of Women Together/Mujeres Unidas is to provide shelter and crisis intervention services for victims of family violence and sexual assault.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funding awarded to Women Together/Mujeres Unidas from Pct. 1 will be utilized to pay a portion of the wages for a part-time intake clerk/receptionist providing direct services at the Weslaco office.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The intake receptionist will be responsible for answering the hotline and conducting the initial intake and screening of victims coming in for services. The intake receptionist will maintain all client files in a secure locked cabinet. Work schedule is M-T from 8-5.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Victims of family violence and/or sexual assault will have accessible crisis intervention and shelter services. Many victims are low income and live in colonias and rural areas and lack the knowledge about services or transportation to receive services in McAllen.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Program beneficiaries include victims of family (children and adults) violence and/or sexual assault. It is estimated that approx. 440 victims from Pct. 1 will receive services.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be provided from the Mujeres Unidas Weslaco Satellite Office located at 111 E. 5th. St., Weslaco, TX.

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries for P/T Intake clerk / receptionist providing direct services	$ 10,000.00
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 909.09	Salaries for Part-time intake clerk/receptionist
August	$ 909.09	Salaries for Part-time intake clerk/receptionist
September	$ 909.09	Salaries for Part-time intake clerk/receptionist
October	$ 909.09	Salaries for Part-time intake clerk/receptionist
November	$ 909.09	Salaries for Part-time intake clerk/receptionist
December	$ 909.09	Salaries for Part-time intake clerk/receptionist
January	$ 909.09	Salaries for Part-time intake clerk/receptionist
February	$ 909.09	Salaries for Part-time intake clerk/receptionist
March	$ 909.09	Salaries for Part-time intake clerk/receptionist
April	$ 909.09	Salaries for Part-time intake clerk/receptionist
May	$ 909.10	Salaries for Part-time intake clerk/receptionist
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
August	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
September	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
October	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
November	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
December	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
January	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
February	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
March	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
April	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
May	40	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
Total for the Year:	**440**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Women Together/Mujeres Unidas, a non-profit agency has been in operation for 30 years. Our mission is to provide shelter and crisis intervention services for victims of family violence or sexual assault.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 13,500.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funding will be used to pay for salaries and health insurance of staff to include, but not limited to Shelter advocate(s), Transitional Housing case worker / Advocate (s), etc.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Advocate will assist families residing at the shelter with crisis intervention, counseling, emergency transportation and referrals to medical and social services in the community. The Transitional Housing Case Worker / advocate will provide case management to families from Pct. 2 living in the transitional Housing complex. Services are offered 24-7.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

As a result of the award, victims will be able to have accessible services in Emergency situations. In addition, families will receive: parenting classes, financial budgeting classes and will learn skill that will assist them in living an independent life, free of violence.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approx. 550 Low-income residents of Pct. 2, will receive emergency shelter and crisis intervention services. Women and children will learn skills on how to become independent and by living and receiving case management at transitional housing; they will have someone who will help them succeed in achieving their goals.

Section VII List the location(s) with a physical address where the service(s) will be provided.

501 N. Cynthia, McAllen, TX or 420 N. 21st St., McAllen, TX . Shelter location is confidential.

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries and health insurance for staff to include, but not limited to Shelter Advocate(s) and Transitional housing case workers / advocate(s).	$13,500.00
TOTAL GRANT BUDGET:	**$ 13,500.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,227.00	Salaries for staff providing direct services.
August	$1,227.00	Salaries for staff providing direct services.
September	$1,227.00	Salaries for staff providing direct services.
October	$1,227.00	Salaries for staff providing direct services.
November	$1,227.00	Salaries for staff providing direct services.
December	$1,227.00	Salaries for staff providing direct services.
January	$1,227.00	Salaries for staff providing direct services.
February	$1,227.00	Salaries for staff providing direct services.
March	$1,227.00	Salaries for staff providing direct services.
April	$1,227.00	Salaries for staff providing direct services.
May	$1,230.00	Salaries for staff providing direct services.
TOTAL:	**$13,500.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
August	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
September	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
October	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
November	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
December	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
January	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
February	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
March	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
April	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
May	50	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
Total for the Year:	**550**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Women Together/Mujeres Unidas, a non-profit agency has been in operation for 30 years. Our mission is to provide shelter and crisis intervention services for victims of family violence or sexual assault.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funding will be used to pay for salaries and health insurance of staff to include, but not limited to, shelter advocate, and a Transitional Housing Case Worker. The Transitional Housing Case Worker will provide case management to families from Pct. 3 living in the transitional Housing complex. Services include: weekly case management meetings, emergency meetings as needed, children's support groups, enrollment in schools, job readiness.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Advocate will assist families residing at the shelter with crisis intervention, counseling, emergency transportation and referrals to medical and social services in the community. The Transitional Housing Case Worker will provide case management to families from Pct. 3 living in the transitional Housing complex. Services will be offered 24 – 7.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

As a result of the award, victims will be able to have accessible services in Emergency situations. In addition, families will receive: parenting classes, financial budgeting classes and will learn skill that will assist them in living an independent life, free of violence.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 440 Low-income residents of Pct. 3, will receive emergency shelter and crisis intervention services. Women and children will learn skills on how to become independent and by living and receiving case management at transitional housing, they will have someone who will help them succeed in achieving their goals.

Section VII List the location(s) with a physical address where the service(s) will be provided.

501 N. Cynthia, McAllen, TX or 420 N. 21st St., McAllen, TX . Shelter location is confidential.

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and health insurance for staff to include, but not limited to Shelter Advocate(s) and Transitional Housing Case worker(s), etc.	$10,000.00
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$909.00	Salaries and health insurance for staff
August	$909.00	Salaries and health insurance for staff
September	$909.00	Salaries and health insurance for staff
October	$909.00	Salaries and health insurance for staff
November	$909.00	Salaries and health insurance for staff
December	$909.00	Salaries and health insurance for staff
January	$909.00	Salaries and health insurance for staff
February	$909.00	Salaries and health insurance for staff
March	$909.00	Salaries and health insurance for staff
April	$909.00	Salaries and health insurance for staff
May	$910.00	Salaries and health insurance for staff
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
August	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
September	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
October	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
November	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
December	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
January	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
February	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
March	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
April	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
May	40	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
Total for the Year:	**440**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Women Together/Mujeres Unidas, a non-profit agency has been in operation for 30 years. Our mission is to provide shelter and crisis intervention services for victims of family violence or sexual assault.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 8,000.00 Awarded By: Precinct #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funding will be used to pay for salaries and health insurance of staff to include, but not limited to, shelter advocate(s), and Transitional Housing Advocate/caseworker(s).

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Advocate will assist families residing at the shelter with crisis intervention, counseling, emergency transportation and referrals to medical and social services in the community. The Transitional Housing Case Worker will provide case management to families from Pct. 4 living in the transitional Housing complex. Services are provided 24 – 7 and include: weekly case management meetings, emergency meetings as needed, children's support groups, enrolment in schools, job readiness.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

As a result of the award, victims will be able to have accessible services in emergency situations. In addition, families will receive: parenting classes, financial budgeting classes and will learn skill that will assist them in living an independent life, free of violence.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 330 Low-income residents of Pct. 4, will receive emergency shelter and crisis intervention services. Women and children will learn skills on how to become independent and by living and receiving case management at transitional housing, they will have someone who will help them succeed in achieving their goals.

Section VII List the location(s) with a physical address where the service(s) will be provided.

501 N. Cynthia, McAllen, TX or 420 N. 21st St., McAllen, TX . Shelter location is confidential.

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries and health insurance for staff to include, but not limited to Shelter Advocate(s) and transitional housing advocate(s) /caseworker(s).	$8,000.00
TOTAL GRANT BUDGET:	**$ 8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$727.28	Salaries and health insurance for staff
August	$727.28	Salaries and health insurance for staff
September	$727.28	Salaries and health insurance for staff
October	$727.28	Salaries and health insurance for staff
November	$727.28	Salaries and health insurance for staff
December	$727.28	Salaries and health insurance for staff
January	$727.28	Salaries and health insurance for staff
February	$727.28	Salaries and health insurance for staff
March	$727.28	Salaries and health insurance for staff
April	$727.28	Salaries and health insurance for staff
May	$727.20	Salaries and health insurance for staff
TOTAL:	**$8,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
August	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
September	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
October	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
November	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
December	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
January	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
February	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
March	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
April	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
May	30	Emergency Shelter, Crisis Intervention, Advocacy, Transitional Housing and Case work
Total for the Year:	**330**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16123 **15.I.**

Subreceipient Agreement - The American Red Cross

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with The American Red Cross and the Urban County Program - ESG/UCP Year 22 (2009) under the Emergency Shelter Grant Program for Operations.

BACKGROUND

The American Red Cross will provide vouchers to victims of a natural disaster or fire. Agreement is in the amount of $60,000.00. Services include:

Homeless Assistance under Operations

Vouchers for food and clothing
Vouchers for hotel/motel – homeless assistance under operations

Subrecipient: **The American Red Cross**
$60,000.00 –housing assistance under operations

Total Agreement Amt.: $60,000.00

Funds Available: $60,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: ESG subrecipient agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 09:30 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/23/2009 04:13 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/22/2009 03:57 PM

Final Approval Date: 06/26/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **30th** day of **June**, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and American Red Cross.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

SECTION XVIII
Miscellaneous Provisions

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

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
Fed I.D. # _____

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

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

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender,

whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st day of July, 2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of Dec., 2010**. ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 20____.

_____
Executing Official

Subrecipient Firm Name: _____
Address: _____

Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2008.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2010 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2010 For the Months of...	Number of Beneficiaries	Services
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
Totals		

AI-16218 **15.J.**

Interlocal Agreement - City of Edinburg

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of an Interlocal Agreement between the County of Hidalgo and the City of Edinburg for the contribution to the County of $250,000.00 out of the City of Edinburg's ORCA allocation for a drainage project referred to as the San Carlos Drainage Improvements Project in Precinct #4.

BACKGROUND

The City's contribution will be utilized by Pct. #4 to improve the San Carlos Drain to alleviate flooding in the City of Edinburg. (Interlocal Agreement attached).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount: Contribution to County in the amount of $250,000.00. rc
Term: "Agreement shall begin May 27, 2009"
Termination: "Upon County's receipt of the GRANT close-out letter from ORCA"

Attachments

Link: interlocal agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 10:16 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 03:44 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 06:14 PM

Final Approval Date: 06/26/2009

Diana R. Serna

From: Richard Hinojosa [rhinojosa@ci.edinburg.tx.us]
Sent: Thursday, May 14, 2009 3:55 PM
To: drserna@bizrgv.rr.com
Subject: Draft Interlocal Agreement - ORCA

Diana:

As discussed, I spoke with J.J. Rodriguez my City Manager about the Agreement and he wanted this agreement reviewed by Ric Gonzalez the City Attorney for possible placement on the May 19, 2009 City Council Agenda. Mr. Gonzalez reviewed and forwarded a revised draft to Mr. Steve Crain the County Attorney and they collectively made additional revisions. Attached please find the draft agreement for your review.

I told Mr. Rodriguez that the State will ultimately decide on how the funds will be distributed either with the City turning over the full $250,000 and letting the County proceed or the City having it as a project and contracting with County Pct. 4 to do the work. In either event, on my recommendation form for approval I am going to get the Council to approve the Agreement pending to form upon approval of the State.

Should you have any questions or revisions, please do not hesitate to contact me.

Thanks.

Richard

THE STATE OF TEXAS §

INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

This AGREEMENT is made between HIDALGO COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF EDINBURG, hereinafter referred to as the CITY, acting through its City Council.

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and V.A.T.S. Article 6702-1, Section 2.010, the COUNTY agrees to expend grant funds allocated through the COUNTY'S Method of Distribution for Disaster Recovery to accomplish eligible disaster recovery activities on behalf of the CITY as described in any Community Development Block Grant Disaster Recovery Fund Contract awarded to the COUNTY by the Office of Rural Community Affairs (ORCA), hereinafter referred to as the GRANT.

WITNESSETH:

WHEREAS, the City of Edinburg has received an ORCA allocation in the amount of $2,224,325 ORCA allocation and Edinburg's contribution of $250,000 toward the drainage improvments project in the Precinct 4 area to benefit county and city, such probject is referred to as the San Carlos Drainage Improvements Project, hereinafter referred to as "the Project."; and

WHEREAS, Edinburg is required and it desires to approve the city's use of the $2,224,325 ORCA allocation and city's contribution of $250,000 toward the drainage improvments project in the Precinct 4 area to benefit county and city?

NOW, THEREFORE, Edinburg and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

Term. The term of this Agreement shall begin May 27, 2009. Agreement shall terminate upon COUNTY'S receipt of the GRANT close-out letter from ORCA.

Obligations of County. The COUNTY shall:

1. Execute its responsibilities in accordance with its Method of Distribution;
2. Serve as applicant and contractor with ORCA for all GRANT activities;
3. Endeavor to execute its GRANT responsibilities in a timely and efficient manner;
4. Be responsible to maintain compliance with GRANT contract terms and conditions in the completion of all GRANT activities, including those undertaken by or for the CITY;
5. Gain CITY approval before awarding a construction contract that exceeds the funds available in the GRANT budget. (see Item 5 below for CITY responsibilities in funding amounts exceeding the GRANT budget); and
6. Require that CITY review and approve change orders prior to COUNTY approval.

Obligations of City. The CITY shall:

1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT;
2. Gain COUNTY approval during engineering design and prior to bid for any changes to the GRANT project scope;
3. Provide unfettered access by the COUNTY and its representatives to the construction site throughout the term of this AGREEMENT;
4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.;
5. Pay for any cost overruns attributable to construction contract award, change orders, project redesign, or additions to the GRANT scope of work; and
6. Pay for any GRANT project-related costs which are not reimbursable from the GRANT or are required to be repaid to ORCA.

Indemnification. The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the CITY or any third party, and the

CITY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

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

No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

If to Edinburg: City of Edinburg
Attention: J.J. Rodriguez, City Manager
P.O. Box 1079 – 415 West University
Edinburg, Texas 78540 -1079

If to County: Hidalgo County, Texas
Attention: J.D. Salinas, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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

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

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

Assignment. This Agreement shall not be assignable

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

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

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

Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a

continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

14.

This Interlocal Agreement is contingent upon ORCA's approval of the Project.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SIGNED and **ENTERED** this _____ day of _____, 2009.

HIDALGO COUNTY, TEXAS

J.D. SALINAS
COUNTY JUDGE

ATTEST:

ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO FORM:

Steve Crain, County Attorney

CITY OF EDINBURG

HON. RICHARD GARCIA
MAYOR

ATTEST:

MYRA AYALA-GARZA
CITY SECRETARY

APPROVED AS TO FORM:

Ricardo Gonzalez, City Attorney

AI-16217 **15.K.**

Subrecipient Agreement - Community Hope
CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval to award a Subrecipient Agreement with the Community Hope Projects, Inc. dba Hope Family Health Center (Health Services) in the amount of $10,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

Funding will be utilized for the reimbursement of medical procedures that include, but not limited to, blood work, x-rays, medication, case management and counseling, and other related medical services provided to low-income individuals of the Pct 2 area. The Agreement shall be effective on July 1, 2009. (See attached exhibits)

Subrecipient: **Community Hope Projects, Inc.**
dba Hope Family Health Center

Individual Funding amount:	Hidalgo County Precinct #2	$10,000.00
Total Agreement Amount:		$10,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - Hope Family Center

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 10:13 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 03:18 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 06:09 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

HFHC provides medical and counseling services to the poor and uninsured members of our community. The doctors who provide our medical care are volunteers – all have their own private practices in the valley. We strive to provide the best holistic care in our power.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 10,000.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

The awarded CDBG funds will be used for our medical patients. The money will be used for medical procedures to include, but not limited to blood work, x-rays, case management and counseling and other related medical expenses as needed.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

As a result of CDBG Funds, we will be able to assist our patients with blood work and additional medical services.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The patients who utilize Hope's medical services are low income to very low-income residents of the Pct 2 area. Many times they cannot afford the $5 donation much less the cost of medication, blood work and further medical procedures.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 110 new patients who reside in the Pct 2 eligible areas will be served. The patients that are seen at HFHC are those living in the RGV who are uninsured and low income. Children, adults, and the elderly are serviced at HOPE Clinic.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Hope Family Health Center is located at 2332 Jordan Rd McAllen, TX 78503

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Medical Procedures to include, but not limited to, blood work (lab), x-rays, medication, EKGs, minor surgery, case management and counseling and other related medical expenses.	$ 10,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
August	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
September	$1,200.00	Medical expenditures: lab work, medication, medical procedures, etc.
October	$1,200.00	Medical expenditures: lab work, medication, medical procedures, etc.
November	$1,000.00	Medical expenditures: lab work, medication, medical procedures, etc.
December	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
January	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
February	$1,200.00	Medical expenditures: lab work, medication, medical procedures, etc.
March	$1,200.00	Medical expenditures: lab work, medication, medical procedures, etc.
April	$1,200.00	Medical expenditures: lab work, medication, medical procedures, etc.
May	$1,000.00	Medical expenditures: lab work, medication, medical procedures, etc.
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	5-10	Medical services
August	5-10	Medical services
September	5-10	Medical services
October	5-10	Medical services
November	5-10	Medical services
December	5-10	Medical services
January	5-10	Medical services
February	5-10	Medical services
March	5-10	Medical services
April	5-10	Medical services
May	5-10	Medical services
Total for the Year:	**110**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16214 **15.L.**

Subrecipient Agreement - Foster Grandparent Program

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with LRGVDC-Foster Grandparent Program (Senior Service) in the amount of $11,500.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the payment of mileage and stipends to elderly volunteers who provide one to one support to children with special needs. The Agreement shall be effective on July 1, 2009. (See attached exhibits)

Subrecipient:	**LRGVDC-Foster Grandparent Program**	
Individual Agreement amounts:	Hidalgo County Precinct #1	$ 8,000.00
	Hidalgo County Precinct #2	$ 3,500.00
Total Agreement Amount:		$11,500.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - Grandparent prog

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:56 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 03:13 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 05:57 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The Lower Rio Grande Valley Development Council-Foster Grandparent Program will provide volunteer opportunities to low income individuals aged 62 and over to remain active in the community by providing one to one support to children with special or exceptional needs.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 8,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

The $ 8,000.00 awarded by the Precinct I will be utilized for stipends and travel for the Foster Grandparent Volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.
Foster Grandparents will remain in the community by serving children with exceptional or special needs. They will provide cognitive, social, and physical skills training. They will serve as tutors, mentors and offer guidance. They will serve a minimum of 9 months and may volunteer from 15 to 40 hours per week.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
At least 10 low-income individuals aged 62 and over will have the opportunity to remain physically and mentally active and to enhance their self-esteem through continued participation in needed community services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
Approximately 5 low – income seniors from the age of 62 and over who reside within the Precinct #1 area.

Section VII List the location(s) with a physical address where the service(s) will be provided.
Program Office-Foster Grandparent Program, 311 N. 15th Street, McAllen, TX 78501
Designated Volunteer Sites: Elsa Head Start, 700 NW Hidalgo, Elsa, TX 78543
Mercedes Early Childhood Center, 950 W. 6th Street, Mercedes, TX 78570
Travis Elementary-1551 S. Georgia Ave., Mercedes, TX 78570
Progresso Elementary-P.O. Box 610. Progresso, TX 78579
Lakeway Christian Academy-508 W. 5th, Mercedes, TX 78570
Mercedes Boys and Girls Club, 701S. Mathis, Mercedes, TX 78570
La Herencia Head Start-RR 3 Box 3059, Mercedes, TX 78570
Memorial Elementary, 910 W. 18th St., Weslaco, TX 78596
Franklin Roosevelt Elementary, 306 N. Bridge, Weslaco, TX 78596
Mercedes I Head Start, 1100 W. Exp. 83, Mercedes, TX 78570

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Stipends for 10 or more Foster Grandparent Volunteers at $2.65 per hour at 15 to 40 hours per week.	$ 6,670.00
Travel at .25 per mile for 6 or more Foster Grandparent Volunteers.	$1,330.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$0.00	
September	$0.00	
October	$1,200.00	Stipends and Travel
November	$1,200.00	Stipends and Travel
December	$1,200.00	Stipends and Travel
January	$1,200.00	Stipends and Travel
February	$1,200.00	Stipends and Travel
March	$1,200.00	Stipends and Travel
April	$800.00	Stipends and Travel
May	$0.00	
TOTAL:	**$8,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the proceeding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	10	One to one assistance with cognitive, social and language skills and tutoring.
November	0	One to one assistance with cognitive, social and language skills and tutoring.
December	0	One to one assistance with cognitive, social and language skills and tutoring.
January	0	One to one assistance with cognitive, social and language skills and tutoring.
February	0	One to one assistance with cognitive, social and language skills and tutoring.
March	0	One to one assistance with cognitive, social and language skills and tutoring.
April	0	One to one assistance with cognitive, social and language skills and tutoring.
May	0	One to one assistance with cognitive, social and language skills and tutoring.
Total for the Year:	10	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide volunteer opportunities to low income individuals aged 62 and over to remain active in the community by providing one to one support to children with special or exceptional needs.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 3,500.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Funding will be utilized for stipends and travel for the Foster Grandparent Volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Foster Grandparents will remain in the community by serving children with exceptional or special needs. They will provide cognitive, social, and physical skills training. They will serve as tutors, mentors and offer guidance. They will serve a minimum of 9 months and may volunteer from 15 to 40 hours per week.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

At least 3 low-income individuals aged 62 and over will have the opportunity to remain physically and mentally active and to enhance their self-esteem through continued participation in needed community services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 5 low – income seniors from the age of 62 and over who reside in the Precinct #2 area.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Main office-Foster Grandparent Program, 311 N. 15th Street, McAllen TX 78501.
The following are current and designated volunteer sites where Foster Grandparents serve:
San Juan Head Start Center I, 109 N. Cougar, San Juan, TX 78589
San Juan Head Start Center II, 601 Earling Rd. San Juan, TX 78589
Reed-Mock Elementary, 400 E. Eldora, San Juan, TX 78589

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Stipends for 3 or more Foster Grandparent Volunteers at $2.65 per hour at 15 to 40 hours per week.	$ 3,400.00
Travel at .25 per mile for 3 or more Foster Grandparent Volunteers.	$ 100.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 3,500.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$0.00	
September	$0.00	
October	$ 1,125.00	Stipends and Travel
November	$ 1,125.00	Stipends and Travel
December	$ 1,125.00	Stipends and Travel
January	$ 125.00	Stipends and Travel
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	**$3,500.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the proceeding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	3	One to one assistance with cognitive, social and language skills and tutoring.
November	0	One to one assistance with cognitive, social and language skills and tutoring.
December	0	One to one assistance with cognitive, social and language skills and tutoring.
January	0	One to one assistance with cognitive, social and language skills and tutoring.
February	0	One to one assistance with cognitive, social and language skills and tutoring.
March	0	One to one assistance with cognitive, social and language skills and tutoring.
April	0	One to one assistance with cognitive, social and language skills and tutoring.
May	0	One to one assistance with cognitive, social and language skills and tutoring.
Total for the Year:	**3**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16212 **15.M.**

Subrecipient Agreement - Amigos del Valle

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Amigos Del Valle, Inc. (Senior Services) in the amount of $49,780.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the preparation, packaging and delivery of hot meal plates to homebound seniors
(See the attached Exhibits). The agreement shall be effective on July 1, 2009.

Subrecipient: **Amigos Del Valle, Inc.**

Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	4,500.00
	Hidalgo County Precinct #3	7,000.00
	Hidalgo County Precinct #4	6,000.00
	City of Elsa	7,000.00
	City of Mercedes	5,280.00
	City of San Juan	10,000.00
Total Funding Amount:		$ 49,780.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit- AMIGOS DEL VALLE

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:25 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 03:55 PM	APRV

3	Auditor's Office	06/26/2009 05:42 PM	NEW
Form Started By: Estella Webber		Started On: 06/24/2009 05:46 PM	
Final Approval Date: 06/26/2009			

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Amigos Del Valle, Inc. will prepare, package, and deliver hot meal plates to homebound seniors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Reimbursement per meal at a rate of $4.92 includes the purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors by ADV staff and volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Two home delivery drivers will package and deliver a hot noon meal to home bound seniors. Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. service days will be 164 days.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funds will allow 2,032.520 additional meal plates to be delivered to seniors who would not be served otherwise.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 12,393 unduplicated low to moderate income; Precinct # 1 Senior's age 62 and over will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Meal deliveries will be made throughout the Pct. 1 area out of the Donna Senior Nutrition Center located at 1408 W. Silver Street.

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
2,032.520 meals @ $ 4.92 per meal	$ 10,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
November	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
December	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
January	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
February	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
March	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
April	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
May	$ 1,250.00	Raw Food preparation, packaging, & delivery of meals
TOTAL:	**$ 10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	12.393	Delivery of Hot Noon Meals
November		Delivery of Hot Noon Meals
December		Delivery of Hot Noon Meals
January		Delivery of Hot Noon Meals
February		Delivery of Hot Noon Meals
March		Delivery of Hot Noon Meals
April		Delivery of Hot Noon Meals
May		Delivery of Hot Noon Meals
Total for the Year:	**12.393**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Amigos Del Valle, Inc. will prepare, package, and deliver hot meal plates to homebound seniors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 4,500.00 Awarded By: Precinct # 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Reimbursement per meal at a rate of $4.92 includes the purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors by ADV staff and volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Two home Delivery drivers will package and deliver a hot noon meal to home bound seniors. Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. service days will be 164 days.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funds will allow 914.634 additional meal plates to be delivered to seniors who would not be served otherwise.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 5.577 seniors' unduplicated low to moderate income; Precinct # 2 seniors' age 62 and over will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Meal deliveries will be made throughout the Pct. 2 area out of the San Juan Senior Center located at 600 W. 1st Street.

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
914.634 meals @ $ 4.92 per meal	$ 4,500.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 4,500.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 562.50	Raw Food preparation, packaging, & delivery of meals
November	$ 562.50	Raw Food preparation, packaging, & delivery of meals
December	$ 562.50	Raw Food preparation, packaging, & delivery of meals
January	$ 562.50	Raw Food preparation, packaging, & delivery of meals
February	$ 562.50	Raw Food preparation, packaging, & delivery of meals
March	$ 562.50	Raw Food preparation, packaging, & delivery of meals
April	$ 562.50	Raw Food preparation, packaging, & delivery of meals
May	$ 562.50	Raw Food preparation, packaging, & delivery of meals
TOTAL:	**$4,500.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	5.577	Delivery of Hot Noon Meals
November		Delivery of Hot Noon Meals
December		Delivery of Hot Noon Meals
January		Delivery of Hot Noon Meals
February		Delivery of Hot Noon Meals
March		Delivery of Hot Noon Meals
April		Delivery of Hot Noon Meals
May		Delivery of Hot Noon Meals
Total for the Year:	**5.577**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Amigos Del Valle, Inc. will prepare, package, and deliver hot meal plates to homebound seniors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 7,000.00 Awarded By: Precinct # 3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Reimbursement per meal at a rate of $4.92 includes the purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors by ADV staff and volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Two home Delivery drivers will package and deliver a hot noon meal to home bound seniors. Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. service days will be 164 days. ADV has 5 drivers to deliver meals from all funding sources.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funds will allow 914.634 additional meal plates to be delivered to seniors who would not be served otherwise.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 8.675 seniors' unduplicated low to moderate income: Precinct # 3 Senior's age 62 and over will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Meal deliveries will be made throughout Pct. 3 are out of Villas de Arnaldo Ramirez, Sr.Center located at 1303 Matamoros Street, Mission, Texas

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1,422.764 meals @ $ 4.92 per meal	$ 7,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 7,000.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 875.00	Raw Food preparation, packaging, & delivery of meals
November	$ 875.00	Raw Food preparation, packaging, & delivery of meals
December	$ 875.00	Raw Food preparation, packaging, & delivery of meals
January	$ 875.00	Raw Food preparation, packaging, & delivery of meals
February	$ 875.00	Raw Food preparation, packaging, & delivery of meals
March	$ 875.00	Raw Food preparation, packaging, & delivery of meals
April	$ 875.00	Raw Food preparation, packaging, & delivery of meals
May	$ 875.00	Raw Food preparation, packaging, & delivery of meals
TOTAL:	**$ 7,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	8.675	Delivery of Hot Noon Meals
November		Delivery of Hot Noon Meals
December		Delivery of Hot Noon Meals
January		Delivery of Hot Noon Meals
February		Delivery of Hot Noon Meals
March		Delivery of Hot Noon Meals
April		Delivery of Hot Noon Meals
May		Delivery of Hot Noon Meals
Total for the Year:	**8.675**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Amigos Del Valle, Inc. will prepare, package, and deliver hot meal plates to homebound seniors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 6,000.00 Awarded By: Precinct # 4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Reimbursement per meal at a rate of $4.92 includes the purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors by ADV staff and volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Three Home Delivery drivers will package and deliver a hot noon meal to homebound seniors. Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. service days will be 164 days.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funds will allow 1,219.512 additional meal plates to be delivered to seniors who would not be not be served otherwise.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 7.436 seniors' unduplicated low to moderate income; Precinct # 4 seniors' age 62 and over will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Meal deliveries will be made throughout the Pct. 4 area out of the Edinburg Senior Nutrition Center located at 1210 E Kuhn Street, Edinburg, Texas

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
1219.512 meals @ $ 4.92 per meal	$ 6,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 6,000.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_- 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 750.00	Raw Food preparation, packaging, & delivery of meals
November	$ 750.00	Raw Food preparation, packaging, & delivery of meals
December	$ 750.00	Raw Food preparation, packaging, & delivery of meals
January	$ 750.00	Raw Food preparation, packaging, & delivery of meals
February	$ 750.00	Raw Food preparation, packaging, & delivery of meals
March	$ 750.00	Raw Food preparation, packaging, & delivery of meals
April	$ 750.00	Raw Food preparation, packaging, & delivery of meals
May	$ 750.00	Raw Food preparation, packaging, & delivery of meals
TOTAL:	**$ 6,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	7.436	Delivery of Hot Noon Meals
November		Delivery of Hot Noon Meals
December		Delivery of Hot Noon Meals
January		Delivery of Hot Noon Meals
February		Delivery of Hot Noon Meals
March		Delivery of Hot Noon Meals
April		Delivery of Hot Noon Meals
May		Delivery of Hot Noon Meals
Total for the Year:	**7.436**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of Elsa

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Amigos Del Valle, Inc. will prepare, package, and deliver hot meal plates to homebound seniors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 7,000.00 Awarded By: City of Elsa

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Reimbursement per meal at a rate of $4.92 includes the purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors by ADV staff and volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Two home delivery drivers will package and deliver a hot noon meal to home bound seniors. Monday–Friday between the hours of 10:30 a.m. to 1:30 p.m. Service days will be 164 days.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funds will allow 1,422.764 additional meal plates to be delivered to seniors who would not be served otherwise.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 8.675 seniors' unduplicated low to moderate income; Precinct # 1 Senior's age 62 and over will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Food deliveries will be throughout the city limits of Elsa and out of the Elsa Senior Center Valdez / Farias located at W. 9th St. and N. Hidalgo Street, Elsa, Texas

Exhibit B-1
GRANT BUDGET
City of Elsa

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
1,422.764 meals @ $ 4.92 per meal	$ 7,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 7,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Elsa

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 875.00	Raw Food preparation, packaging, & delivery of meals
November	$ 875.00	Raw Food preparation, packaging, & delivery of meals
December	$ 875.00	Raw Food preparation, packaging, & delivery of meals
January	$ 875.00	Raw Food preparation, packaging, & delivery of meals
February	$ 875.00	Raw Food preparation, packaging, & delivery of meals
March	$ 875.00	Raw Food preparation, packaging, & delivery of meals
April	$ 875.00	Raw Food preparation, packaging, & delivery of meals
May	$ 875.00	Raw Food preparation, packaging, & delivery of meals
TOTAL:	**$ 7,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Elsa

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	8.675	Delivery of Hot Noon Meals
November		Delivery of Hot Noon Meals
December		Delivery of Hot Noon Meals
January		Delivery of Hot Noon Meals
February		Delivery of Hot Noon Meals
March		Delivery of Hot Noon Meals
April		Delivery of Hot Noon Meals
May		Delivery of Hot Noon Meals
Total for the Year:	**8.675**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of Mercedes

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Amigos Del Valle, Inc. will prepare, package, and deliver hot meal plates to homebound seniors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,280.00 Awarded By: City of Mercedes

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Reimbursement per meal at a rate of $4.92 includes the purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors by ADV staff and volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Two home delivery drivers will package and deliver a hot noon meal to home bound seniors. Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. service days will be 164 days.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funds will allow 1,073,170 additional meal plates to be delivered to seniors who would not be served otherwise.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 6,543 unduplicated low to moderate income; City of Mercedes Seniors' age 62 and over will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Meal deliveries will be made throughout the city limits of Mercedes out of Casa # 7, Villas Residential at 334 E. 5th Street, Mercedes, Texas

Exhibit B-1
GRANT BUDGET
City of Mercedes

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
1,073.170 meals @ $ 4.92 per meal	$ 5,280.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 5,280.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Mercedes

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 660.00	Raw Food preparation, packaging, & delivery of meals
November	$ 660.00	Raw Food preparation, packaging, & delivery of meals
December	$ 660.00	Raw Food preparation, packaging, & delivery of meals
January	$ 660.00	Raw Food preparation, packaging, & delivery of meals
February	$ 660.00	Raw Food preparation, packaging, & delivery of meals
March	$ 660.00	Raw Food preparation, packaging, & delivery of meals
April	$ 660.00	Raw Food preparation, packaging, & delivery of meals
May	$ 660.00	Raw Food preparation, packaging, & delivery of meals
TOTAL:	$ 5,280.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Mercedes

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	6.543	Delivery of Hot Noon Meals
November		Delivery of Hot Noon Meals
December		Delivery of Hot Noon Meals
January		Delivery of Hot Noon Meals
February		Delivery of Hot Noon Meals
March		Delivery of Hot Noon Meals
April		Delivery of Hot Noon Meals
May		Delivery of Hot Noon Meals
Total for the Year:	**6.543**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of San Juan

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Amigos Del Valle, Inc. will prepare, package, and deliver hot meal plates to homebound seniors.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Reimbursement per meal at a rate of $4.92 includes the purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors by ADV staff and volunteers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Two home delivery drivers will package and deliver a hot noon meal to home bound seniors. Monday – Friday between the hours of 10:30 a.m. to 1:30 p.m. service days will be 164 days.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funds will allow 2,032.520 additional meal plates to be delivered to seniors who would not be served otherwise.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 12.393 unduplicated low to moderate income; Precinct # 1 Senior's age 62 and over will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Meal deliveries will be made throughout the city limits of San Juan out of the San Juan Senior Nutrition Center located at 600 W. 1st Street, San Juan, Texas

Exhibit B-1
GRANT BUDGET
City of San Juan

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
2,032.520 meals @ $4.92 per meal	$ 10,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
City of San Juan

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 1,250	Raw Food preparation, packaging, & delivery of meals
November	$ 1,250	Raw Food preparation, packaging, & delivery of meals
December	$ 1,250	Raw Food preparation, packaging, & delivery of meals
January	$ 1,250	Raw Food preparation, packaging, & delivery of meals
February	$ 1,250	Raw Food preparation, packaging, & delivery of meals
March	$ 1,250	Raw Food preparation, packaging, & delivery of meals
April	$ 1,250	Raw Food preparation, packaging, & delivery of meals
May	$ 1,250	Raw Food preparation, packaging, & delivery of meals
TOTAL:	**$ 10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of San Juan

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	12.393	Delivery of Hot Noon Meals
November		Delivery of Hot Noon Meals
December		Delivery of Hot Noon Meals
January		Delivery of Hot Noon Meals
February		Delivery of Hot Noon Meals
March		Delivery of Hot Noon Meals
April		Delivery of Hot Noon Meals
May		Delivery of Hot Noon Meals
Total for the Year:	**12.393**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16211 **15.N.**

Subrecipient Agreement - CASA

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with CASA of Hidalgo County Inc. (Abused & Neglected Children), in the amount of $78,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the reimbursement of a salaries case manager(s), case supervisor(s), and child therapist(s) who provide direct services to abused & neglected children. The Agreement shall be effective on July 1, 2009. (See the attached exhibits)

Subrecipient: **CASA of Hidalgo County Inc.**

Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	18,000.00
	Hidalgo County Precinct #3	25,000.00
	Hidalgo County Precinct #4	17,500.00
	City of San Juan	7,500.00
Total Funding Amount:		$78,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: agreement

Link: exhibit- CASA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:23 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 03:49 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/24/2009 05:39 PM

Final Approval Date: 06/26/2009

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Staff providing a direct service to include, but not limited to a Case Manager(s). Mileage reimbursement, to include, but not limited to the Case Manager(s) for home visits, court hearings, etc.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Visit children, observe child visitations, attend all staffings, write court reports, and interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools. Services are conducted 24-7.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Continued services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 70-80. All of CASA's children will benefit male and female children (ages 0 through 17), are victims of child/abuse and are classified as presumed low income. Area of residency: throughout the Precinct 1 area

Section VII List the location(s) with a physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg, TX

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
30% of Salary & fringe benefits for staff providing a direct service to include, but not limited to a Case Manager(s)	$9,118.00
Mileage for case manager(s) conducting home visits, court hearings, etc…	$882.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_-2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$909.09	Staff Salary, fringe and mileage
August	$909.09	Staff Salary, fringe and mileage
September	$909.09	Staff Salary, fringe and mileage
October	$909.09	Staff Salary, fringe and mileage
November	$909.09	Staff Salary, fringe and mileage
December	$909.09	Staff Salary, fringe and mileage
January	$909.09	Staff Salary, fringe and mileage
February	$909.09	Staff Salary, fringe and mileage
March	$909.09	Staff Salary, fringe and mileage
April	$909.09	Staff Salary, fringe and mileage
May	$909.10	Staff Salary, fringe and mileage
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	8	Advocacy Referral
August	8	Advocacy Referral
September	8	Advocacy Referral
October	7	Advocacy Referral
November	7	Advocacy Referral
December	7	Advocacy Referral
January	7	Advocacy Referral
February	7	Advocacy Referral
March	7	Advocacy Referral
April	7	Advocacy Referral
May	7	Advocacy Referral
Total for the Year:	80	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 18,000.00 Awarded By: Precinct # 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for staff providing a direct service to include, but not limited to case supervisor(s), child therapist(s), etc…

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Visit children, observe child visitations, attend all staffing, write court reports, interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools, client and family counseling, individual, group, and family therapy. Services are conducted 24-7.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Continued services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 72-81. All CASA's children will benefit male and female children (ages 0 through 17) are victims of child/abuse and neglect, and are classified as presumed low income. Area of residency throughout the Precinct 2 area.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salary & fringe benefits of staff providing direct services, to include, but not limited Case Supervisor(s) (18%), Child Therapist(s) (20%), etc…	$18,000.00
TOTAL GRANT BUDGET:	**$ 18,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1636.36	Staff Salary & fringe benefits
August	$1636.36	Staff Salary & fringe benefits
September	$1636.36	Staff Salary & fringe benefits
October	$1636.36	Staff Salary & fringe benefits
November	$1636.36	Staff Salary & fringe benefits
December	$1636.36	Staff Salary & fringe benefits
January	$1636.36	Staff Salary & fringe benefits
February	$1636.36	Staff Salary & fringe benefits
March	$1636.36	Staff Salary & fringe benefits
April	$1636.36	Staff Salary & fringe benefits
May	$1636.40	Staff Salary & fringe benefits
TOTAL:	**$18,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	8	Advocacy, Referral, Therapy
August	8	Advocacy, Referral, Therapy
September	8	Advocacy, Referral, Therapy
October	8	Advocacy, Referral, Therapy
November	7	Advocacy, Referral, Therapy
December	7	Advocacy, Referral, Therapy
January	7	Advocacy, Referral, Therapy
February	7	Advocacy, Referral, Therapy
March	7	Advocacy, Referral, Therapy
April	7	Advocacy, Referral, Therapy
May	7	Advocacy, Referral, Therapy
Total for the Year:	**81**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 25,000.00 Awarded By: Precinct 3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and fringe benefits for staff providing direct services, to include, but not limited to case supervisor(s), child therapist(s), etc.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Visit children, observe child visitations, attend all staffings, write court reports, interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools, client and family counseling, individual, group, and family therapy. Services are conducted 24-7

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Continued services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 70-85. All CASA's children will benefit male and female children (ages 0 through 17) are victims of child/abuse and neglect, and are classified as presumed low income. Area of residency throughout the Precinct 3 area.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary & fringe benefits for staff providing a direct service to include, but not limited to Case Manager(s) (47%), & Child Therapist (s) (16%), etc.	$25,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 25,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$2,272.00	Staff Salary & fringe benefits
August	$2,272.00	Staff Salary & fringe benefits
September	$2,272.00	Staff Salary & fringe benefits
October	$2,272.00	Staff Salary & fringe benefits
November	$2,272.00	Staff Salary & fringe benefits
December	$2,272.00	Staff Salary & fringe benefits
January	$2,272.00	Staff Salary & fringe benefits
February	$2,272.00	Staff Salary & fringe benefits
March	$2,272.00	Staff Salary & fringe benefits
April	$2,272.00	Staff Salary & fringe benefits
May	$2,280.00	Staff Salary & fringe benefits
TOTAL:	**$ 25,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	8	Advocacy, Referral, Therapy
August	8	Advocacy, Referral, Therapy
September	8	Advocacy, Referral, Therapy
October	8	Advocacy, Referral, Therapy
November	8	Advocacy, Referral, Therapy
December	8	Advocacy, Referral, Therapy
January	8	Advocacy, Referral, Therapy
February	8	Advocacy, Referral, Therapy
March	7	Advocacy, Referral, Therapy
April	7	Advocacy, Referral, Therapy
May	7	Advocacy, Referral, Therapy
Total for the Year:	**85**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 17,500.00 Awarded By: Precinct #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and fringe benefits for staff providing direct services to include, but not limited to case supervisor(s), child therapist (s), etc.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Visit children, observe child visitations, attend all staffings, write court reports, and interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools, client and family counseling, individual, group, and family therapy. Services are conducted 24-7

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Continued services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 71-80. All CASA's children will benefit male and female children (ages 0 through 17) are victims of child/abuse and neglect, and are classified as presumed low income. Area of residency throughout the Precinct 4 area.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary & fringe benefits for staff providing a direct service to include, but not limited to a Case Manager(s) (25%), & Child Therapist(s) (25%), etc…	$17,500.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 17,500.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,590.91	Staff Salary & fringe benefits
August	$1,590.91	Staff Salary & fringe benefits
September	$1,590.91	Staff Salary & fringe benefits
October	$1,590.91	Staff Salary & fringe benefits
November	$1,590.91	Staff Salary & fringe benefits
December	$1,590.91	Staff Salary & fringe benefits
January	$1,590.91	Staff Salary & fringe benefits
February	$1,590.91	Staff Salary & fringe benefits
March	$1,590.91	Staff Salary & fringe benefits
April	$1,590.91	Staff Salary & fringe benefits
May	$1,590.90	Staff Salary & fringe benefits
TOTAL:	$17,500.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	8	Advocacy, Referral, Therapy
August	8	Advocacy, Referral, Therapy
September	8	Advocacy, Referral, Therapy
October	7	Advocacy, Referral, Therapy
November	7	Advocacy, Referral, Therapy
December	7	Advocacy, Referral, Therapy
January	7	Advocacy, Referral, Therapy
February	7	Advocacy, Referral, Therapy
March	7	Advocacy, Referral, Therapy
April	7	Advocacy, Referral, Therapy
May	7	Advocacy, Referral, Therapy
Total for the Year:	80	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of San Juan

Section I In summary, describe the service(s) that the agency / organization provides to the community.

CASA of Hidalgo County is a 501 C 3, not for profit organization. The purpose and mission is to train community volunteers who are appointed by a state court judge to speak for the best interest of abused and neglected children who, through no fault of their own, find themselves before the courts. In their role as the child's advocate, volunteers make contact with family members, medical personnel, witnesses, district attorneys, defense attorneys, law enforcement personnel and any others who have had involvement in the child's case. The CASA will then make a recommendation to the judge as to how best to meet the child's best interests.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 7,500.00 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and fringe benefits for staff providing direct services to include, but not limited to case manager(s), etc.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Visit children, observe child visitations, attend all staffings, write court reports, and interview appropriate parties on all cases, acquires needed resources to assist all the CASA children, attend court hearings, ARD's at schools, client and family counseling, individual, group, and family therapy. Services are conducted 24-7

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The services provided will benefit male and female children (ages 0 through 17), who primarily have been physically and/or sexually abused and neglected.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Number of Beneficiaries to be serviced approximately 21-35 (an additional of 8 new clients due to funding). All CASA's children will benefit male and female children (ages 0 through 17), are victims of child/abuse and neglect and are classified as presumed low income. Area of residency throughout the city limits of City of San Juan.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Hidalgo County Court House, Texas Department of Family and Protective Services Office, Foster Homes, parents, neighbors, grandparent's, homes and school district offices, CASA office, which is located at 1001 S. 10th Avenue, Edinburg

Exhibit B-1
GRANT BUDGET
City of San Juan

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salary & fringe benefits for staff providing a direct service to include, but not limited to a Case Manager(s) (33%)	$ 7,500.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 7,500.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
City of San Juan

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,071.00	Staff Salary plus fringe benefits
August	$1,071.00	Staff Salary plus fringe benefits
September	$1,071.00	Staff Salary plus fringe benefits
October	$1,071.00	Staff Salary plus fringe benefits
November	$1,071.00	Staff Salary plus fringe benefits
December	$1,071.00	Staff Salary plus fringe benefits
January	$1,074.00	Staff Salary plus fringe benefits
February		
March		
April		
May		
TOTAL:	**$7,500.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of San Juan

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	4	Advocacy, Referral, Therapy
August	4	Advocacy, Referral, Therapy
September	3	Advocacy, Referral, Therapy
October	3	Advocacy, Referral, Therapy
November	3	Advocacy, Referral, Therapy
December	3	Advocacy, Referral, Therapy
January	3	Advocacy, Referral, Therapy
February	3	Advocacy, Referral, Therapy
March	3	Advocacy, Referral, Therapy
April	3	Advocacy, Referral, Therapy
May	3	Advocacy, Referral, Therapy
Total for the Year:	**35**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

AI-16213 **15.O.**

Subrecipient Agreement - Children's Advocacy Center

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Children's Advocacy Center (Abused & Neglected Children) in the amount of $67,500.00 for Urban County Program Year 22 (2009).

BACKGROUND

Funding will be utilized for the payment of salaries via a voucher system for direct services provided by child forensic interviewers, child advocates, family counselors, nurses and the executive director to abused and neglected children. The Agreement shall be effective July 1, 2009. (See the attached exhibits)

Subrecipient:	**Children's Advocacy Center**	
Individual Agreement amounts:	Hidalgo County Precinct #1	$15,000.00
	Hidalgo County Precinct #2	$15,000.00
	Hidalgo County Precinct #3	$20,000.00
	Hidalgo County Precinct #4	$17,500.00
Total Funding Amount:		$ 67,500.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit- CAC

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:26 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 04:45 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/24/2009 05:52 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The goal of this project is to reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy / intervention counseling, case review, case tracking and follow-up services.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 15,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & fringe benefits for staff providing direct services to include but not limited to Child Forensic Interviewer(s) 1, 2, 3, - Family Advocate(s) 1, 2, 3, 4 - Nurse(s) 1, 2, 3 - Family Counselor (LPC)(s) 1, 2 - and Executive Director. These expenditures are reimbursed via a voucher system.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Child Forensic Interviewer facilitates and coordinates a team investigation on child abuse allegations using the Child-Oriented Multidisciplinary Team (MDT) and a comprehensive case management approach. Through the use of extensive policies, and protocols, this well-trained interviewer will conduct videotaped forensic interviews using state-of-the-art hidden observation techniques. The Child Advocates/Liaison insurer's that crime victims and their non-offending family members have the support and counseling necessary to cope with their trauma. Initially, they will assess each client's immediate needs by using data gathered from interviews with family members, then make referrals to appropriate community resources. They will insure that clients are fully aware of services available through the Crime Victims Compensation Program and act on behalf on the victim with other service providers. Services are normally conducted from Monday – Friday from 8 – 5 and on an as needed basis.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The proposed budget will continue to meet precinct1 level of victim care and continue to provide an adequate, steady and balanced level of victim's services (projected increase) by 10% for year 22.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 50 children will be served. The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income. This project target group is serious physically and sexually abused children in Hidalgo County Precinct # 1, outside city limits of Donna, Weslaco, Mercedes, Progreso Edcouch Elsa and La Villa inside city limits of Alamo. This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List the location(s) with a physical address where the service(s) will be provided.

525 West Wisconsin Road – Edinburg, Texas (main office)

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and fringe benefits to include, but not limited to the following staff that provide direct services. Child Forensic Interviewer 1, 2 and 3 Family Advocate 1, 2, 3, 4 Family Counselor 1& 2 (LPC) Nurse 1, 2, 3 Executive Director	$ 15,000.00
TOTAL GRANT BUDGET	**$ 15,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,363.64	Salaries via voucher system
August	$ 1,363.64	Salaries via voucher system
September	$ 1,363.64	Salaries via voucher system
October	$ 1,363.64	Salaries via voucher system
November	$ 1,363.64	Salaries via voucher system
December	$ 1,363.64	Salaries via voucher system
January	$ 1,363.64	Salaries via voucher system
February	$ 1,363.64	Salaries via voucher system
March	$ 1,363.64	Salaries via voucher system
April	$ 1,363.64	Salaries via voucher system
May	$ 1,363.60	Salaries via voucher system
TOTAL:	**$ 15,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	50	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
Total for the Year:	**50**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The goal of this project is to reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy / intervention counseling, case review, case tracking and follow-up services.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 15,000.00 Awarded By: Precinct # 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & fringe benefits for staff providing direct services to include but not limited to Child Forensic Interviewer(s) 1, 2, 3, - Family Advocate(s) 1, 2, 3, 4 - Nurse(s) 1, 2, 3 - Family Counselor (LPC)(s) 1, 2 - and Executive Director. These expenditures are reimbursed via a voucher system.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Child Forensic Interviewer facilitates and coordinates a team investigation on child abuse allegations using the Child-Oriented Multidisciplinary Team (MDT) and a comprehensive case management approach. Through the use of extensive policies, and protocols, this well-trained interviewer will conduct videotaped forensic interviews using state-of-the-art hidden observation techniques. The Child Advocates/Liaison insurer's that crime victims and their non-offending family members have the support and counseling necessary to cope with their trauma. Initially, they will assess each client's immediate needs by using data gathered from interviews with family members, then make referrals to appropriate community resources. They will insure that clients are fully aware of services available through the Crime Victims Compensation Program and act on behalf on the victim with other service providers. Services are normally conducted from Monday – Friday from 8 – 5 and on an as needed basis.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The proposed budget will continue to meet precinct 2 level of victim care and continue to provide an adequate, steady and balanced level of victim's services (projected increase) by 10% for year 22.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 50 children will be served. The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income. This project target group is serious physically and sexually abused children in Hidalgo County Precinct #2, city of San Juan and city of Hidalgo. This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List the location(s) with a physical address where the service(s) will be provided.

525 West Wisconsin Road – Edinburg, Texas (main office)

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and fringe benefits to include, but not limited to the following staff that provide direct services. Child Forensic Interviewer 1, 2 and 3 Family Advocate 1, 2, 3, 4 Family Counselor 1& 2 (LPC) Nurse 1, 2, 3 Executive Director	$ 15,000.00
TOTAL GRANT BUDGET	**$ 15,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,363.64	Salaries via voucher system
August	$ 1,363.64	Salaries via voucher system
September	$ 1,363.64	Salaries via voucher system
October	$ 1,363.64	Salaries via voucher system
November	$ 1,363.64	Salaries via voucher system
December	$ 1,363.64	Salaries via voucher system
January	$ 1,363.64	Salaries via voucher system
February	$ 1,363.64	Salaries via voucher system
March	$ 1,363.64	Salaries via voucher system
April	$ 1,363.64	Salaries via voucher system
May	$ 1,363.60	Salaries via voucher system
TOTAL:	**$ 15,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	50	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
Total for the Year:	**50**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The goal of this project is to reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy / intervention counseling, case review, case tracking and follow-up services.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 20,000.00 Awarded By: Precinct # 3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & fringe benefits for staff providing direct services to include but not limited to Child Forensic Interviewer(s) 1, 2, 3, - Family Advocate(s) 1, 2, 3, 4 - Nurse(s) 1, 2, 3 - Family Counselor (LPC)(s) 1, 2 - and Executive Director. These expenditures are reimbursed via a voucher system.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Child Forensic Interviewer facilitates and coordinates a team investigation on child abuse allegations using the Child-Oriented Multidisciplinary Team (MDT) and a comprehensive case management approach. Through the use of extensive policies, and protocols, this well-trained interviewer will conduct videotaped forensic interviews using state-of-the-art hidden observation techniques. The Child Advocates/Liaison insurer's that crime victims and their non-offending family members have the support and counseling necessary to cope with their trauma. Initially, they will assess each client's immediate needs by using data gathered from interviews with family members, then make referrals to appropriate community resources. They will insure that clients are fully aware of services available through the Crime Victims Compensation Program and act on behalf on the victim with other service providers. Services are normally conducted from Monday – Friday from 8 – 5 and on an as needed basis.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The proposed budget will continue to meet precinct 3 level of victim care and continue to provide an adequate, steady and balanced level of victim's services (projected increase) by 10% for year 22.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 75 children will be served. The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income. This project target group is serious physically and sexually abused children in Hidalgo County Precinct # 3, outside city limits of Mission. This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List the location(s) with a physical address where the service(s) will be provided.

525 West Wisconsin Road – Edinburg, Texas (main office)

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and fringe benefits to include, but not limited to the following staff that provide direct services. Child Forensic Interviewer 1, 2 and 3 Family Advocate 1, 2, 3, 4 Family Counselor 1& 2 (LPC) Nurse 1, 2, 3 Executive Director	$ 20,000.00
TOTAL GRANT BUDGET	**$ 20,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,818.18	Salaries via voucher system
August	$ 1,818.18	Salaries via voucher system
September	$ 1,818.18	Salaries via voucher system
October	$ 1,818.18	Salaries via voucher system
November	$ 1,818.18	Salaries via voucher system
December	$ 1,818.18	Salaries via voucher system
January	$ 1,818.18	Salaries via voucher system
February	$ 1,818.18	Salaries via voucher system
March	$ 1,818.18	Salaries via voucher system
April	$ 1,818.18	Salaries via voucher system
May	$ 1,818.20	Salaries via voucher system
TOTAL:	**$ 20,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	75	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
Total for the Year:	**75**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The goal of this project is to reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy / intervention counseling, case review, case tracking and follow-up services.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 17,500.00 Awarded By: Precinct # 4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & fringe benefits for staff providing direct services to include but not limited to Child Forensic Interviewer(s) 1, 2, 3, - Family Advocate(s) 1, 2, 3, 4 - Nurse(s) 1, 2, 3 - Family Counselor (LPC)(s) 1, 2 - and Executive Director. These expenditures are reimbursed via a voucher system.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Child Forensic Interviewer facilitates and coordinates a team investigation on child abuse allegations using the Child-Oriented Multidisciplinary Team (MDT) and a comprehensive case management approach. Through the use of extensive policies, and protocols, this well-trained interviewer will conduct videotaped forensic interviews using state-of-the-art hidden observation techniques. The Child Advocates/Liaison insurer's that crime victims and their non-offending family members have the support and counseling necessary to cope with their trauma. Initially, they will assess each client's immediate needs by using data gathered from interviews with family members, then make referrals to appropriate community resources. They will insure that clients are fully aware of services available through the Crime Victims Compensation Program and act on behalf on the victim with other service providers. Services are normally conducted from Monday – Friday from 8 – 5 and on an as needed basis.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The proposed budget will continue to meet precinct 4 level of victim care and continue to provide an adequate, steady and balanced level of victim's services (projected increase) by 10% for year 22.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 60 children will be served. The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income. This project target group is serious physically and sexually abused children in Hidalgo County Precinct # 4, outside city limits of Edinburg. This group includes both female and male victims of all races, less than 17 years of age. Other underserved population will be victims of other violent crimes (e.g., murder, robbery assault etc.)

Section VII List the location(s) with a physical address where the service(s) will be provided.

525 West Wisconsin Road – Edinburg, Texas (main office)

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries and fringe benefits to include, but not limited to the following staff that provide direct services. Child Forensic Interviewer 1, 2 and 3 Family Advocate 1, 2, 3, 4 Family Counselor 1& 2 (LPC) Nurse 1, 2, 3 Executive Director	$ 17,500.00
TOTAL GRANT BUDGET	**$ 17,500.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,458.00	Salaries via voucher system
August	$1,458.00	Salaries via voucher system
September	$1,458.00	Salaries via voucher system
October	$1,458.00	Salaries via voucher system
November	$1,458.00	Salaries via voucher system
December	$1,458.00	Salaries via voucher system
January	$1,458.00	Salaries via voucher system
February	$1,458.00	Salaries via voucher system
March	$1,458.00	Salaries via voucher system
April	$1,458.00	Salaries via voucher system
May	$ 2,920.00	Salaries via voucher system
TOTAL:	**$ 17,500.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	60	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		One-on-one or small group on-site and off-site crisis interventions and forensic interviews
Total for the Year:	**60**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16215 **15.P.**

Subrecipient Agreement - Girl Scouts (South Texas)
CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Girl Scouts of Greater South Texas (Youth Services) in the amount of $ 10,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the reimbursement of membership fees, purchase minor supplies and mileage for staff. The Agreement shall be effective on July 1, 2009. (See attached exhibits).

Subrecipient: **Girl Scouts of Greater South Texas**

Individual Agreement amounts:	City of Edcouch	$ 5,000.00
	Precinct No. 4	$ 5,000.00
Total Funding Amount:		$10,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit- GIRLS SCOUTS

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:59 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 04:52 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 06:05 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
City of Edcouch

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Through this funding the Girl Scout of Greater South Texas will provide programs to underserved girls in the City of Edcouch. Girls will have an opportunity to participate on a variety of activities during the school day which will allow them to gain leadership, self-confidence and decision-making skills which will affect their life and encourage them to give back to their community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: City of Edcouch

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

To include, but not limited to the reimbursement for membership dues, purchase of supplies, badges and handbooks.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Through our In-school program our Girl Scout staff will hold 6-8 weekly meetings for during the girls P.E. classes at participating elementary schools. Girls will work on a variety of activities from the Girl Scout Journey Handbooks and earn badges upon completion of activities. Girl Scout Programs will provide a value based curriculum so that girls gain leadership skills, learn to make the right decision that will affect their life and learn to give back to the community. Activities in the Girl Scout Journey Handbooks have different topics related to health, nutrition, math science, art history, and resourceful leadership topics they can use in the future.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

These funds will help us expand and add the opportunity for low-income girls to being involvement in scouting. By offering the in-school program, we are able to target girls who would not be able to participate in Girl Scouting because of financial situations. Without this opportunity these girls would not be exposed to a positive all girl environment where they can discuss issues that are important to them and gain decision-making skills for their future.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

The beneficiaries will be low/moderate income girls. The girls will participate through the in-school program during the school day at participating elementary schools. The program will serve an estimated 300 girls who reside within the city limits of Edcouch.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Edcouch Elementary - 100 E. Santa Rosa Ave.Edcouch, TX 78538
Edcouch- Elsa Elementary – Highway 107 Edcouch TX 78538
Kennedy Elementary – 5395 Llano Grande Edcouch TX 78587

Exhibit B-1
GRANT BUDGET
City of Edcouch

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Membership dues for approx. 300 girls ($10.00 each membership)	$ 3,000.00
Supplies to include, but not limited to, handbooks, badges/patches, etc.	$ 2,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Edcouch

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	Out of School
August	$ 0.00	Begin Preliminary Contacts
September	$ 0.00	Waiting for School arrangements
October	$ 0.00	Implementation of Programs
November	$ 1,200.00	Implementation of Program
December	$ 1,200.00	Implementation of Program Membership, badges, supplies
January	$ 1,200.00	Implementation of Program Membership, badges, supplies
February	$ 466.70	Implementation of Program badges, supplies
March	$ 466.70	Implementation of Program badges, supplies
April	$ 466.60	Implementation of Program badges, supplies
May	$ 0.00	Awards Ceremony
TOTAL:	**$5,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Edcouch

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	None
August	0	None
September	0	None
October	0	Presentations/recruiting
November	100	Registration and Implementation of Program
December	100	Registration and Implementation of Program
January	100	Registration and Implementation of Program
February	0	Implementation of Program
March	0	Implementation of Program
April	0	Implementation of Program
May	0	Award Ceremony
Total for the Year:	**300**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Through this funding the Girl Scout of Greater South Texas will provide programs to underserved girls in the Hidalgo County Precinct 4 area. Girls will have an opportunity to participate on a variety of activities during the school day which will allow them to gain leadership, self-confidence and decision-making skills which will affect their life and encourage them to give back to their community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: Precinct #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

To include, but not limited to the reimbursement for membership dues, purchase of supplies, badges and handbooks.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Through our In-school program our Girl Scout staff will hold 6-8 weekly meetings for during the girls P.E. classes at participating elementary schools. Girls will work on a variety of activities from the Girl Scout Journey Handbooks and earn badges upon completion of activities. Girl Scout Programs will provide a value based curriculum so that girls gain leadership skills, learn to make the right decision that will affect their life and learn to give back to the community. Activities in the Girl Scout Journey Handbooks have different topics related to health, nutrition, math science, art history, and resourceful leadership topics they can use in the future.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

These funds will help us expand and add the opportunity for low-income girls to being involvement in scouting. By offering the in-school program, we are able to target girls who would not be able to participate in Girl Scouting because of financial situations. Without this opportunity these girls would not be exposed to a positive all girl environments where they can discuss issues that are important to them and gain decision-making skills for their future.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

The beneficiaries will be low/moderate income girls. The girls will participate through the in-school program during the school day at participating elementary schools. The program will serve an estimated 300 girls.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Brewster Elementary - 18 miles N St. Hwy 281 Edinburg, TX 78539

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Membership dues for approx. 300 girls ($10.00 ea. Membership)	$ 3,000.00
Supplies to include handbooks, badges/patches, etc.	$ 2,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	Out of School
August	$ 0.00	Begin Preliminary Contacts
September	$ 0.00	Waiting for School arrangements
October	$ 0.00	Implementation of Programs
November	$ 1,200.00	Implementation of Program
December	$ 1,200.00	Implementation of Program Membership, badges, supplies
January	$ 1,200.00	Implementation of Program Membership, badges, supplies
February	$ 466.70	Implementation of Program Membership, badges, supplies
March	$ 466.70	Implementation of Program Membership, badges, supplies
April	$ 466.60	Implementation of Program Membership, badges, supplies
May	$ 0.00	Awards Ceremony
TOTAL:	**$ 5,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	None
August	0	None
September	0	None
October	0	Presentations/recruiting
November	100	Implementation of Program Membership. Badges, Supplies
December	100	Implementation of Program Membership. Badges, Supplies
January	100	Implementation of Program Membership. Badges, Supplies
February	0	Implementation of Program Badges, Supplies
March	0	Implementation of Program Badges, Supplies
April	0	Implementation of Program Badges, Supplies
May	0	Awards Ceremony
Total for the Year:	**300**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

06/24/09 MAINTAIN ACTIVITY FUNDING C04MO05
13:06

GRANTEE NAME : HIDALGO COUNTY
ACTIVITY NAME : PRECINCT 3 - STREET IMPROVEMENTS
CPS PROJECT # : 0030 HUD ACTIVITY ID : 000000006354
PROGRAM YEAR : 2008 GRANTEE ACTIVITY # : 500893031150009300

EST MAX FND AMT: $15,595.20
ACT TOT FUNDED : $15,595.20
ACT TOT DRAWN : $0.00

<---------- THIS SOURCE ---------->
PROGRAM CODE : B
SRCE UOG CD/NM: 000001/00001
SOURCE TYPE : UC
RECIP UOG CD/NM: 489215/00001
RECIP TYPE : LG
FUND TYPE : EN

AMT AVAILABLE : $467,150.98
FUNDED THIS SRC: $15,595.20
DRAWN THIS SRCE: $0.00

<====== CURRENT FUNDING THIS SOURCE =====>

YEAR	FUNDED AMOUNT	DRAWN AMOUNT
2003	$511.00	$0.00
2005	$1,861.30	$0.00
2007	$13,222.90	$0.00

DATABASE WAS SUCCESSFULLY UPDATED
F4 = MAIN MENU F7 = PREV F9 = SAVE F17 = UP F18 = DOWN

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STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16209 **15.Q.**

Subrecipient Agreement - Boys & Girls Club (Pharr)

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Boys & Girls Club of Pharr (Youth Services) in the amount of $15,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for a unit director providing direct services to include the purchase of recreational equipment/supplies. The Agreement shall be effective on July 1, 2009. (See the attached Exhibits)

Subrecipient: **Boys & Girls Club of Pharr**

Individual Agreement amount:	Hidalgo County Precinct #2	$15,000.00
Total Funding Amount:		$15,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: B&G club

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:17 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 02:40 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 05:31 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The Boys & Girls Club of Pharr will provide services at the Lopezville Unit located at North San Juan Elementary and provide prevention programs (Drug, Gang, and Violence Prevention) to children from Kinder to 5th grade. We will provide a computer lab that will be used for the children of the Lopezville Unit to teach internet safety and other art programs. We will provide the SMART Moves program which is a drug, alcohol and tobacco prevention program to the children of the Lopezville Unit. We will provide the Street Smart program which is our Gang prevention program to the children of the Lopezville Unit. We will provide a Crest Cavity Free Zone program to educate club members of the Lopezville Unit on dental hygiene.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 15,000.00 Awarded By: Precinct # 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & fringe benefits for staff (Unit Director) that will provide direct services to include the purchase of supplies/equipment for the Lopezville Unit.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Drug Prevention Programs, Dental Hygiene Program, Gang Prevention Program, Arts Programs, Computer Programs. As a result of the CDBG funds, we will be able to provide a Unit Director to implement these programs on a daily basis to grades Kinder-5th. These programs will be implemented inside the school facility, primarily during the school day, 8:00 am-4: 30pm, Monday-Friday.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The CDBG funds will be used to provide the Drug, Gang and Violence Prevention Programs, Art Programs, Computer Programs and Hygiene Programs to 150 additional members. This will bring our total tracking of member to 300 youth.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Low-income children ages 5-12 who live in rural areas and attend North San Juan Elementary. We estimate serving 300 youth.

Section VII List the location(s) with a physical address where the service(s) will be provided.

The Lopezville Unit located at North San Juan Elementary, 2900 N. Raul Longoria, San Juan, TX 78589

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries & fringe benefits for Unit Director to provide direct services	$10,500.00
Supplies/Equipment for the Lopezville Unit	$4,500.00
TOTAL GRANT BUDGET:	**$15,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 500.00	Salaries/Fringe Benefits/Equipment/ Supplies
September	$ 1,200.00	Salaries/Fringe Benefits/Equipment/ Supplies
October	$ 1,200.00	Salaries/Fringe Benefits/Equipment/ Supplies
November	$ 1,200.00	Salaries/Fringe Benefits/Equipment/ Supplies
December	$ 1,000.00	Salaries/Fringe Benefits/Equipment/ Supplies
January	$ 3,100.00	Salaries/Fringe Benefits/Equipment/ Supplies
February	$ 1,200.00	Salaries/Fringe Benefits/Equipment/ Supplies
March	$ 3,200.00	Salaries/Fringe Benefits/Equipment/ Supplies
April	$ 1,200.00	Salaries/Fringe Benefits/Equipment/ Supplies
May	$ 1,200.00	Salaries/Fringe Benefits/Equipment/ Supplies
TOTAL:	**$15,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	300	SMART Moves
October	0	SMART Moves
November	0	Crest Cavity Free Zone
December	0	Crest Cavity Free Zone
January	0	Crest Cavity Free Zone
February	0	Street SMART
March	0	Street SMART
April	0	Technology Program
May	0	Technology Program
Total for the Year:	300	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16208 **15.R.**

Subrecipient Agreement - Boys & Girls Club RGV
CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Boys & Girls Club of Edinburg-RGV (Youth Services) for the San Carlos, Brewster and Hargill Units in the amount of $40,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for program leaders and program coordinators, and to include the purchase of minor equipment and supplies to implement youth programs. The Agreement shall be effective on July 1, 2009. (See the attached Exhibits)

Subrecipient: **Boys & Girls Club of Edinburg-RGV (San Carlos, Hargill and Brewster Units)**

Individual Agreement amount:	Hidalgo County Precinct #4	$40,000.00
Total Funding Amount:		$40,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - B&G club

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:15 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 01:32 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 05:23 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

1). Provide positive alternatives for youth 2). Provide supervised programs for youth ages six (6) to eighteen (18) years of age in this community 3) Expand and enhance youth development services in the community 4) collaborated effort with the Boys & Girls Clubs of America, City of Edinburg, Edinburg Consolidated School District, Hidalgo County Precinct 4 United Way of South Texas and the Lower Rio Grande Valley Development Council to acquire funding for this unit.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 40,000.00 Awarded By: Precinct # 4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and fringe benefits for staff providing direct services (Program Coordinator(s), Program Leader(s), etc.). Purchase of recreational equipment and/or supplies.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Club will provide Youth Development Services through programming in the five core Areas of Character & Leadership Development, Education & Career Development, The Arts, Health & life Skills, and Sports Fitness and Recreation. All sites will open on Saturdays for special events as needed. Brewster will be open after school Monday-Friday, 3pm-8pm. Hargill will be open during and after school Monday-Friday 10am-5pm. San Carlos Unit is open during and after school Monday-Friday, 12pm-8pm. All units will be open during summer 7:30am-5:00pm (hours may adjust subject to need).

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

1). Serve approx. 225 youth ages of six (6) to eighteen (18) years of age as registered club members. 2). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth in year round Sports, fitness and Recreation 3). Involve 75 San Carlos, 75 Hargill and 75 Brewster in year round in Character & Leadership Development 4). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth year round in Health and Life Skills 5). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth year round in Education and Career Development 6). Involve 75 San Carlos, 75 Hargill and 75 Brewster youth year round in the Arts. Additional programming will be offered in each core area.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

The services provided through the Boys & Girls Clubs of Edinburg Rio Grande Valley, San Carlos Unit, Hargill and Brewster Longhorn Unit is to serve approx. 225 youth between the ages of six (6) to eighteen (18) years during the year and summer. These youth are primarily for low-income families.

Section VII List the location(s) with a physical address where the service(s) will be provided.

All activities will be conducted at the San Carlos Unit, Brewster Longhorn Unit and Hargill School Unit. The San Carlos Unit is located at 230 N. 86th Street in San Carlos services will also be provided at Kennedy Elementary located east on 107 in San Carlos on 83rd Street. The Brewster Unit is located at 22420 FM 1017 in San Manuel, Linn. Hargill School Unit is located at 4th and Wilson Street in Hargill. These youth will also participate in Edinburg activities for league play, field trips, and special events.

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries and fringe benefits for staff providing direct service at **San Carlos Unit** (Program Coordinator & Program Leaders, etc.)	$15,000.00 – Salaries
	$0.00 - Supplies
Salaries & fringe benefits for staff providing direct service at **Brewster Unit** (Program Coordinator & Program Leaders, etc.)	$13,500.00- Salaries
Supplies (T-shirts, arts and craft, and recreation / sports supplies)	$1,500.00- Supplies
Salaries and fringe benefits for staff providing direct service at **Hargill Unit** (Program Leader(s), etc.)	$7803.00- Salaries
Supplies (T-shirts, arts and crafts, and recreation / sports supplies)	$2,197.00 - Supplies
TOTAL GRANT BUDGET:	**$ 40,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$3,823.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
August	$3,823.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
September	$3,823.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
October	$3,823.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
November	$3,823.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
December	$2,156.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
January	$2,156.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
February	$3,823.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
March	$2,156.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
April	$6,767.10	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
May	$3,823.39	Salaries & equipment/supplies for San Carlos, Brewster and Hargill
TOTAL:	**$40,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	75 San Carlos, 75 Brewster 75 Hargill	YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
August		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
September		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
October		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
November		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, TIE ARTS, & SPORTS AND RECREATION FITNESS.
December		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
January		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
February		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
March		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
April		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
May		YOUTH DEVELOPMENT PROGRAMS IN THE FIVE CORE AREAS OF CHARACTER & LEADERSHIP DEVELOPMENT, HEALTH AND LIFE SKILLS, EDUCATION & CAREER DEVELOPMENT, THE ARTS, & SPORTS AND RECREATION FITNESS.
Total for the Year:	**225 (unduplicated)**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16205 **15.S.**

Subrecipient Agreement - Mid Valley Boys & Girls Club

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Mid Valley Boys & Girls Club (Youth Services) in the amount of $20,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for recreational leaders, program coordinators, and unit directors providing direct services. The Agreement shall be effective on July 1, 2009. (See the attached Exhibits)

Subrecipient:	**Mid Valley Boys & Girls Club**	
Individual Agreement amounts:	Hidalgo County Precinct #1	$10,000.00
Total Funding for the Weslaco Unit:		$10,000.00
Individual Agreement amounts:	Hidalgo County Precinct #1	$10,000.00
Total Funding for the Donna Unit:		$10,000.00
Total Agreement Amount:		**$20,000.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - B&G club

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:08 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 12:32 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/24/2009 05:02 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1 (DONNA UNIT)

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide Guidance in behavior and promote, computer, social education, vocational character development in Boys and Girls. Provide Community wide sports programs such as, Flag Football, Volleyball, Basketball, Baseball , Enhance leadership skills, Provide opportunities for career explorations. Provide a highly enriched remedial program which concentrates in tutoring, arts & crafts, outdoor sports and environmental education, Provide Preventative programs such as" Smart Moves "which deals with alcohol abuse, Drug Abuse, pregnancy prevention, Violence and gang prevention, school dropouts, Provide Guidance and counseling for the youth who are referred to Club for the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and Fringe Benefits to include, but not limited to Program Coordinator and Recreational Leaders

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Promote membership, Expand the number of members participating daily, Help at risk youth realize their potential growth and development , Extend services to teens, Teen outreach program, Violence prevention program, and on the job training. Hours of operation: Summer Program (8am – 5pm), Holiday/weather days (8am-5pm), school year (2pm – 7 pm)

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Tutoring and "Smart Moves" programs will be offered daily, Sports program Flag football, Volleyball, Basketball, and baseball for 5-12 yr olds; Provide guidance and counseling

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

At risk youth 5-18 years of age; service approximately 35 members of low income who reside inside and outside city limits of Donna.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Donna Unit - 307 Miller Ave Donna, TX

Exhibit B-1
GRANT BUDGET
Precinct #1 (DONNA UNIT)

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and Fringe Benefits of staff providing direct services to the youth (Recreational leaders, program coordinators, etc.)	$ 10,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1 (DONNA UNIT)

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 988.23	Salaries and Fringe Benefits
August	$ 0.00	
September	$ 915.03	Salaries and Fringe Benefits
October	$ 1,372.54	Salaries and Fringe Benefits
November	$ 869.27	Salaries and Fringe Benefits
December	$ 823.52	Salaries and Fringe Benefits
January	$ 823.52	Salaries and Fringe Benefits
February	$ 915.03	Salaries and Fringe Benefits
March	$ 1,024.83	Salaries and Fringe Benefits
April	$ 1,372.64	Salaries and Fringe Benefits
May	$ 895.39	Salaries and Fringe Benefits
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1 (DONNA UNIT)

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	20	**Five Service Core Areas**
August	0	**Five Service Core Areas**
September	5	**Five Service Core Areas**
October	5	**Five Service Core Areas**
November	0	**Five Service Core Areas**
December	10	**Five Service Core Areas**
January	0	**Five Service Core Areas**
February	0	**Five Service Core Areas**
March	0	**Five Service Core Areas**
April	0	**Five Service Core Areas**
May	0	**Five Service Core Areas**
Total for the Year:	**35**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #1 (WESLACO UNIT)

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide Guidance in behavior and promote, computer, social education, vocational character development in Boys and Girls. Provide Community wide sports programs such as, Flag Football, Volleyball, Basketball, Baseball , Enhance leadership skills, Provide opportunities for career explorations, Provide a highly enriched remedial program which concentrates in tutoring, arts & crafts, outdoor sports and environmental education, Provide Preventative programs such as" Smart Moves "which deals with alcohol abuse, Drug Abuse, pregnancy prevention, Violence and gang prevention, school dropouts, Provide Guidance and counseling for the youth who are referred to Club for the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries and Fringe benefits for staff to include, but not limited to, Unit Director and Recreational Leaders

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Promote membership, expand the number of members participating daily, and Help at risk youth realize their potential growth and development, extend services to teens, teen outreach program, violence prevention program and on the job training.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Tutoring and "Smart Moves" programs will be offered daily at all sites, Sports program Flag football, Volleyball, Basketball, and base ball for 5-12 yr olds, Provide guidance and counseling.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

At risk youth 5-18 years of age; approximately 276 members will be serviced of low income that reside inside and outside the city limits of Weslaco.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Cleckler-Herald Unit -1610 W. Sugarcane Rd; **Central Unit** – 506 E Sixth, **Horton Unit** – 103 S. Iowa; **Main Unit** - 500 S. Kansas, Weslaco, Texas; **Gonzalez Elementary** -3801 N 5 ½ W, **Mary Hoge Middle School** – 2302 N International Blvd, **Silva Elementary** - 1001 W. Mile 10, Weslaco, Texas 78596

Exhibit B-1
GRANT BUDGET
Precinct #1 (WESLACO UNIT)

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and fringe benefits of staff providing direct services to the youth (Recreational leaders, unit directors, etc).	$ 10,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1 (WESLACO UNIT)

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	0.00	
August	0.00	
September	0.00	
October	$4,429.47	Salaries and Fringe Benefits
November	$5,570.53	Salaries and Fringe Benefits
December	0.00	
January	0.00	
February	0.00	
March	0.00	
April	0.00	
May	0.00	
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1 (WESLACO UNIT)

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	Five Service Core Areas
August	0	Five Service Core Areas
September	0	Five Service Core Areas
October	261	Five Service Core Areas
November	15	Five Service Core Areas
December	0	Five Service Core Areas
January	0	Five Service Core Areas
February	0	Five Service Core Areas
March	0	Five Service Core Areas
April	0	Five Service Core Areas
May	0	Five Service Core Areas
Total for the Year:	**276**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16196 **15.T.**

Subrecipient Agreement - Nuestra Clinica del Valle

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with Nuestra Clinica Del Valle (Health Services) in the amount of $30,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the payment of primary health care and dental services, which include support services of pharmacy, radiology, laboratory, and sub-specialty referrals for children and adults. The Agreement shall be effective on July 1, 2009. (See the attached exhibits).

Subrecipient: **Nuestra Clinica Del Valle**

Individual Agreement Amounts:	Hidalgo County Precinct #1	$10,000.00
	City of Edcouch	$20,000.00
Total Agreement Amount:		**$30,000.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - Nuestra Clinica

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:49 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 12:03 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 04:21 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The funding in the amount of $10,000 will be used to provide dental services. Nuestra Clinica Del Valle (NCDV) will provide dental services to children in the Delta Area and students enrolled in the Edcouch-Elsa ISD. This will include support services of Pharmacy, Radiology, Laboratory and Sub-specialty referral.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

NCDV will utilize $10,000 of the CDBG funds to provide dental services to children in the surrounding areas within Pct 1 and students enrolled in the Edcouch and Elsa ISD. This is to include, but not limited to support services of Pharmacy, Radiology, Laboratory and Sub-specialty referral.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Dental Care will be provided at the Nuestra Clinica Del Valle Edcouch Clinic located at 1200 E. Santa Rosa, Edcouch, Texas 78538. Other advantages to patients receiving dental services at the Center are the ability to obtain medical services as well. Nuestra Clinica del Valle is a multi-service center providing family medicine, pediatrics, and sub specialty care. The Center provides a wide range of services that are made available to patients through networking and various NCDV locations throughout the County. There is no other provider in the county that offers this level of care to the uninsured and economically disadvantaged. Services will be provided as needed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

NCDV will provide services to children residing in the Delta Area and students enrolled in the Edcouch-Elsa ISD. NCDV has no restrictions regarding who may seek services at the health center. Federal law requires that we bill everyone for services provided. Those individuals, who are entitled under this contract and receive services, will be billed against the contract. There are no restrictions that relate to sex, race, gender, or residency.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

The uninsured, low-income children in the Delta Area and students in the Edcouch-Elsa ISD. The estimated number to be served is 300 children residing in the Pct 1 area and students enrolled in the Edcouch-Elsa ISD.

Section VII List the location(s) with a physical address where the service(s) will be provided.

The dental delivery site will be the NCDV Edcouch Clinic located at: 1200 East Santa Rosa, Edcouch, Texas 78538

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Dental Services that include, but not limited to support services of Pharmacy, Radiology, Laboratory and Sub-specialty referral.	$10,000.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$500.00	Dental Services
August	$500.00	Dental Services
September	$1,000.00	Dental Services
October	$1,000.00	Dental Services
November	$1,000.00	Dental Services
December	$1,000.00	Dental Services
January	$1,000.00	Dental Services
February	$1,000.00	Dental Services
March	$1,000.00	Dental Services
April	$1,000.00	Dental Services
May	$1,000.00	Dental Services
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	20	**Dental Services**
August	20	**Dental Services**
September	30	**Dental Services**
October	30	**Dental Services**
November	30	**Dental Services**
December	20	**Dental Services**
January	30	**Dental Services**
February	30	**Dental Services**
March	30	**Dental Services**
April	30	**Dental Services**
May	30	**Dental Services**
Total for the Year:	**300**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of Edcouch

Section I In summary, describe the service(s) that the agency / organization provides to the community.

The funding in the amount of $20,000 will be used to provide medical services. Nuestra Clinica Del Valle (NCDV) will provide medical services to adults residing in the City of Edcouch and students enrolled in the Edcouch-Elsa ISD. This will include support services of Pharmacy, Radiology, Laboratory, and Sub-specialty referral.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 20,000.00 Awarded By: City of Edcouch

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
NCDV will utilize $10,000 of the CDBG funds to provide medical services to students enrolled in the Edcouch and Elsa ISD. NCDV will utilize $10,000 of the CDBG funds to provide medical services to adults residing in the City of Edcouch. Medical Services should include, but not limited to, support services such as pharmacy, radiology, laboratory, and sub-specialty referrals.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Medical Care will be provided at the Nuestra Clinica Del Valle Edcouch Clinic located at 1200 E. Santa Rosa, Edcouch, Texas 78538. Other advantages to patients receiving medical services at the Center are the ability to obtain dental services as well. Nuestra Clinica del Valle is a multi-service center providing family medicine, pediatrics, and sub specialty care. The Center provides a wide range of services that are made available to patients through networking and various NCDV locations throughout the County. There are no other providers in the county that offer this level of care to the uninsured and economically disadvantaged

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
NCDV will expand services to low income adults residing in the City of Edcouch and students enrolled in the Edcouch-Elsa ISD. NCDV has no restrictions regarding who may seek services at the health center. Federal law requires that we bill everyone for services provided. Those individuals, who have entitlement under this contract and receive services, will be billed against the contract. There are no restrictions that relate to sex, race, gender, or residency.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Beneficiaries will be the uninsured, low-income adults, siblings, and students who reside in the City of Edcouch. The estimated number to be served is 350 students in the Edcouch-Elsa ISD and 325 adults residing in the City of Edcouch.

Section VII List the location(s) with a physical address where the service(s) will be provided.

The medical delivery site will be the NCDV Edcouch Clinic located at: 1200 East Santa Rosa, Edcouch, Texas 78538

Exhibit B-1
GRANT BUDGET
City of Edcouch

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Medical Services to adults should include, but not limited to, support services such as pharmacy, radiology, laboratory, sub-specialty referrals, and other related medical services.	$10,000.00
Medical Services to children should include, but not limited to, support services such as pharmacy, radiology, laboratory, sub-specialty referrals, and other related medical services.	$10,000.00
	$
	$
TOTAL GRANT BUDGET:	**$ 20,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Edcouch

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,000.00	Medical Services
August	$1,000.00	Medical Services
September	$2,000.00	Medical Services
October	$2,000.00	Medical Services
November	$2,000.00	Medical Services
December	$2,000.00	Medical Services
January	$2,000.00	Medical Services
February	$2,000.00	Medical Services
March	$2,000.00	Medical Services
April	$2,000.00	Medical Services
May	$2,000.00	Medical Services
TOTAL:	**$20,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Edcouch

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	40	Medical Services
August	40	Medical Services
September	70	Medical Services
October	70	Medical Services
November	75	Medical Services
December	80	Medical Services
January	80	Medical Services
February	70	Medical Services
March	70	Medical Services
April	40	Medical Services
May	40	Medical Services
Total for the Year:	**675**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16125 **15.U.**

Subrecipient Agreement - Women Together

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Mujeres Unidas/Women Together and the Urban County Program-ESG/UCP Year 22 (2009) under the Emergency Shelter Grant Program for Maintenance and Operations and Essential Services.

BACKGROUND

Mujeres Unidas/Women Together provide homeless shelter to battered and abused women and their children. Agreement is in the amount of $116,309.00 and will be used at the McAllen Emergency Shelter, Nueva Vida Transitional Supportive Housing Program, McAllen Outreach Satellite Center, and the Family Justice Center. Services include:

Maintenance &Operations	Essential Services
Utilities (light, phone, water)	Staff salaries (Counselors, Outreach Advocate)
Yard Maintenance/Minor repairs	Transportation
Supplies (cleaning/office)	Medication
Food/Clothing	
Furniture/Office Equipment	

Subrecipient:	Mujeres Unidas/Women Together
	$ 76,078.00 - Maintenance & Operations
	40,231.00 - Essential Services
Total Agreement Amt.:	$116,309.00
Funds Available:	$116,309.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: 2009	**ACCT. #:** URBAN COUNTY FUNDS
FUNDS AVAILABLE Y/N?: Y	**MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:	

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 09:30 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/23/2009 04:15 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/22/2009 04:19 PM

Final Approval Date: 06/26/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **30th** day of **June**, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule**.

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.

Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on **Exhibits A through E**.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and American Red Cross.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

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

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

SECTION XVIII
Miscellaneous Provisions

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

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

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

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

SECTION XVIII
Miscellaneous Provisions

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

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
Fed I.D. # _____

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

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

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

14.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender,

whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

SECTION XIX
Effective Date

The effective date of this contract shall be the **1st day of July, 2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **31st day of Dec., 2010**. ***Non-profits funding will be for a period of one and one half (1 ½) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.**

Approved and signed this _____ day of _____, 20____.

_____
Executing Official

Subrecipient Firm Name: _____
Address: _____

Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2008.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2010 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2010 For the Months of...	Number of Beneficiaries	Services
July 2009		
Aug. 2009		
Sept. 2009		
Oct. 2009		
Nov. 2009		
Dec. 2009		
Jan. 2010		
Feb. 2010		
March 2010		
April 2010		
May 2010		
June 2010		
July 2010		
Aug. 2010		
Sept. 2010		
Oct. 2010		
Nov. 2010		
Dec. 2010		
Totals		

AI-16200 **15.V.**

Subrecipient Agreement - Rio Metro

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with LRGVDC-Rio Metro (Transportation Service) in the amount of $70,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the payment of salaries of bus drivers who provide transportation services in Precinct #1, #2, #3 and #4 routes.

Subrecipient: **Lower Rio Grande Valley Development Council - Rio Metro**

Individual Agreement amounts:	Hidalgo County Precinct #1	25,000.00
	Hidalgo County Precinct #2	10,000.00
	Hidalgo County Precinct #3	25,000.00
	Hidalgo County Precinct #4	10,000.00

Total Funding Amount:
$70,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - Rio Metro

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:58 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 12:10 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/24/2009 04:32 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide the citizens of Hidalgo County with safe and reliable public transportation.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 25,000.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary for Rio Metro Public Transportation to include but not limited to 20 bus drivers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Urban Public Transportation for all of Hidalgo County with the Rio Metro Intercity feeder routes, Rio Metro Career Link Routes, and Rio Metro Amigos de Valle Routes. This service for the general public of Hidalgo County.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Will expand and continue to assist and operate the Rio Metro public transportation system for Hidalgo County that will serve the general public of the county.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Currently Rio Metro serves about 4500 Hidalgo County residences per month\ and estimates about 6000 for the 2009 – 2010 year. Beneficiaries are primarily low-income residents of Pct 1.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Currently our Career Link Route operates throughout the areas of Pct 1 that include La Blanca, Elsa, Edcouch, La Villa, Mercedes, Weslaco, Donna and Alamo. In addition our Rio Metro Intercity Route Three operates throughout the areas of Pct 1 that includes the City of Alamo.

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries and fringe benefits to include but not limited to Rio Metro bus drivers.	$ 25,000.00
TOTAL GRANT BUDGET:	**$ 25,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$15,000.00	Bus Drivers Salary
August	$10,000.00	Bus Drivers Salary
September	$ 0.00	
October	$ 0.00	
November	$ 0.00	
December	$ 0.00	
January	$ 0.00	
February	$ 0.00	
March	$ 0.00	
April	$ 0.00	
May	$ 0.00	
TOTAL:	**$25,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	1000-3000	Rio Metro Flexible Routes & Rio Metro Intercity feeder Routes.
August	1000-3000	Rio Metro Flexible Routes & Rio Metro Intercity feeder Routes.
September	0	
October	0	
November	0	
December	0	
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**6000**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide the citizens of Hidalgo County with safe and reliable public transportation.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary for Rio Metro Public Transportation to include but not limited to 20 bus drivers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Urban Public Transportation for all of Hidalgo County with the Rio Metro Intercity feeder routes, Rio Metro Career Link Routes, and Rio Metro Amigos de Valle Routes. This service for the general public of Hidalgo County.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Will expand and continue to assist and operate the Rio Metro public transportation system for Hidalgo County that will serve the general public of the county.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Currently Rio Metro serves about 4500 Hidalgo County residences per month\ and estimates about 3000 for the 2009 – 2010 year. Beneficiaries are primarily low-income residents of Pct 2.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Currently our Career Link Route operates throughout the areas of Pct 2 that include San Juan. In addition, our Rio Metro Intercity Route Three operates throughout the areas of Pct 2 that includes San Juan.

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salary and fringe benefits to include but not limited to the Rio Metro bus drivers.	$ 10,000.00
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$10,000.00	Bus Driver Salary
October	$ 0.00	
November	$ 0.00	
December	$ 0.00	
January	$ 0.00	
February	$ 0.00	
March	$ 0.00	
April	$ 0.00	
May	$ 0.00	
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	1000-3000	Rio Metro Flexible Routes & Rio Metro Intercity feeder Routes.
October	0	
November	0	
December	0	
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	3000	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #3

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide the citizens of Hidalgo County with safe and reliable public transportation.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 25,000.00 Awarded By: Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary for Rio Metro Public Transportation to include but not limited to 20 bus drivers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Urban Public Transportation for all of Hidalgo County with the Rio Metro Intercity feeder routes, Rio Metro Career Link Routes, and Rio Metro Amigos de Valle Routes. This service for the general public of Hidalgo County.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Will expand and continue to assist and operate the Rio Metro public transportation system for Hidalgo County that will serve the general public of the county.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Currently Rio Metro serves about 4500 Hidalgo County residences per month\ and estimates about 6000 for the 2009 – 2010 year. Beneficiaries are primarily low-income residents of Pct 3.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Currently our Career Link operates throughout the Pct 3 area that includes Alton and Palmhurst and surrounding areas. In addition, our Metro Intercity Route Two operates in the Pct 3 area that includes the City of Mission.

Exhibit B-1
GRANT BUDGET
Precinct #3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salary and fringe benefits to include but not limited to the Rio Metro bus drivers.	$ 25,000.00
TOTAL GRANT BUDGET:	**$ 25,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$15,000.00	Bus Driver Salary
November	$10,000.00	Bus Driver Salary
December	$ 0.00	
January	$ 0.00	
February	$ 0.00	
March	$ 0.00	
April	$ 0.00	
May	$ 0.00	
TOTAL:	**$25,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% +

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #3

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	1000-3000	Rio Metro Flexible Routes & Rio Metro Intercity feeder Routes.
November	1000-3000	Rio Metro Flexible Routes & Rio Metro Intercity feeder Routes.
December	0	
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**6000**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide the citizens of Hidalgo County with safe and reliable public transportation.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary for Rio Metro Public Transportation to include but not limited to 20 bus drivers.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Urban Public Transportation for all of Hidalgo County with the Rio Metro Intercity feeder routes, Rio Metro Career Link Routes, and Rio Metro Amigos de Valle Routes. This service for the general public of Hidalgo County.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Will expand and continue to assist and operate the Rio Metro public transportation system for Hidalgo County that will serve the general public of the county.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Currently Rio Metro serves about 4500 Hidalgo County residences per month\ and estimates about 3000 for the 2009 – 2010 year. Beneficiaries are primarily low income residents of Pct 4.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Currently our Career Link Route operates throughout the Pct 4 area that includes Edinburg and San Carlos. In addition, our Rio Metro Intercity Route One operates in the Pct 4 area that includes the City of Edinburg.

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salary and fringe benefits to include but not limited to the Rio Metro bus drivers.	$ 10,000.00
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 0.00	
November	$ 0.00	
December	$10,000.00	Bus Drivers Salary
January	$ 0.00	
February	$ 0.00	
March	$ 0.00	
April	$ 0.00	
May	$ 0.00	
TOTAL:	**$10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% +

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	0	
November	0	
December	1000-3000	Rio Metro Flexible Routes & Rio Metro Intercity feeder Routes.
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**3000**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16203 **15.W.**

Subrecipient Agreement - Senior Community Outreach Prog.

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Senior Community Outreach Program (Senior Services) in the amount of $22,500.00 for Urban County Program Year 22(2009).

BACKGROUND

All funding will be utilized for the reimbursement of stipend payments to volunteers who provide support services to needy adults who are frail, disabled, elderly, and terminally ill. The Agreement shall be effective on July 1, 2009. (See the attached exhibits).

Subrecipient:	**Senior Community Outreach Services**	
Individual Agreement Amount:	Hidalgo County Precinct #1	$ 5,000.00
	Hidalgo County Precinct #2	$ 5,000.00
	Hidalgo County Precinct #4	$ 5,000.00
	City of Mercedes	$ 5,000.00
	City of San Juan	$ 2,500.00
Total Funding Amount:		**$22,500.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - Senior Comm Outreach Prog.

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:04 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 12:28 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/24/2009 04:54 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

PCT #1 CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years. The seniors will assist eighteen (18) frail and and older individuals who are found to be at-risk of losing their independence or self care.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

PCT #1 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 944 hours per year.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light housekeeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Senior Companions will be offered to serve and assist homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Beneficiaries will be approximately six (6) low income seniors 62 years or older who reside in Pct 1.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will be provide at the respective individual's home.

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Senior Companion Stipends @ $2.65 per/hour	$ 5,000.00
TOTAL GRANT BUDGET:	**$5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,001.70	Stipend $2.65 @ 378 hrs.
September	$ 1,001.70	Stipend $2.65 @ 378 hrs.
October	$ 1,001.70	Stipend $2.65 @ 378 hrs.
November	$ 1,001.70	Stipend $2.65 @ 378 hrs.
December	$ 993.20	Stipend $2.65 @ 375 hrs.
January	$0.00	
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	$ 5,000.00	Stipend $2.65 @ 1,887 hrs.

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	0	
August	6	In-Home Care Service
September	0	In-Home Care Service
October	0	In-Home Care Service
November	0	In-Home Care Service
December	0	In-Home Care Service
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**6**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

PCT #2 CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years. The seniors will assist eighteen (18) frail and and older individuals who are found to be at-risk of losing their independence or self care.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

PCT #2 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 944 hours per year.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light housekeeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Senior Companions will be offered to serve and assist homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Beneficiaries will be approximately six (6) low income seniors 62 years or older who reside in Pct 2.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will be provide at the respective individual's home.

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Senior Companion Stipends @ $2.65 per/hour	$ 5,000.00
TOTAL GRANT BUDGET:	**$5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,001.70	Stipend $2.65 @ 378 hrs.
September	$ 1,001.70	Stipend $2.65 @ 378 hrs.
October	$ 1,001.70	Stipend $2.65 @ 378 hrs.
November	$ 1,001.70	Stipend $2.65 @ 378 hrs.
December	$ 993.20	Stipend $2.65 @ 375 hrs.
January	$0.00	
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	**$ 5,000.00**	Stipend $2.65 @ 1,887 hrs

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	6	In-Home Care Service
September	0	In-Home Care Service
October	0	In-Home Care Service
November	0	In-Home Care Service
December	0	In-Home Care Service
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**6**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #4

Section I In summary, describe the service(s) that the agency / organization provides to the community.

PCT #4 CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years. The seniors will assist eighteen (18) frail and and older individuals who are found to be at-risk of losing their independence or self care.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: Precinct #4

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

PCT #4 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 944 hours per year.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light housekeeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Senior Companions will be offered to serve and assist homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Beneficiaries will be approximately six (6) low income seniors 62 years or older who reside in Pct 4.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will provide at the respective individual's home.

Exhibit B-1
GRANT BUDGET
Precinct #4

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Senior Companion Stipends @ $2.65 per/hour	$ 5,000.00
TOTAL GRANT BUDGET:	**$5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #4

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,001.70	Stipend $2.65 @ 378 hrs.
September	$ 1,001.70	Stipend $2.65 @ 378 hrs.
October	$ 1,001.70	Stipend $2.65 @ 378 hrs.
November	$ 1,001.70	Stipend $2.65 @ 378 hrs.
December	$ 993.20	Stipend $2.65 @ 375 hrs.
January	$0.00	
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	**$ 5,000.00**	Stipend $2.65 @ 1,887 hrs.

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #4

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	6	In-Home Care Service
September	0	In-Home Care Service
October	0	In-Home Care Service
November	0	In-Home Care Service
December	0	In-Home Care Service
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**6**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of Mercedes

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Mercedes CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years. The seniors will assist eighteen (18) frail and and older individuals who are found to be at-risk of losing their independence or self care.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: City of Mercedes

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Mercedes CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 944 hours per year.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light housekeeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Senior Companions will be offered to serve and assist homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Beneficiaries will be approximately six (6) low income seniors 62 years or older who reside in the City of Mercedes.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will provide at the respective individual's home.

Exhibit B-1
GRANT BUDGET
City of Mercedes

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Senior Companion Stipends @ $2.65 per/hour	$ 5,000.00
TOTAL GRANT BUDGET:	**$5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Mercedes

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,001.70	Stipend $2.65 @ 378 hrs.
September	$ 1,001.70	Stipend $2.65 @ 378 hrs.
October	$ 1,001.70	Stipend $2.65 @ 378 hrs.
November	$ 1,001.70	Stipend $2.65 @ 378 hrs.
December	$ 993.20	Stipend $2.65 @ 375 hrs.
January	$0.00	
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	**$ 5,000.00**	Stipend $2.65 @ 1,887 hrs.

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Mercedes

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	6	In-Home Care Service
September	0	In-Home Care Service
October	0	In-Home Care Service
November	0	In-Home Care Service
December	0	In-Home Care Service
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**6**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of San Juan

Section I In summary, describe the service(s) that the agency / organization provides to the community.

San Juan CDBG funding will be used to provide meaningful retirement opportunities for four (4) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years. The seniors will assist twelve (12) frail and and older individuals who are found to be at-risk of losing their independence or self care.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 2,500.00 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

San Juan CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 944 hours per year.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light housekeeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Senior Companions will be offered to serve and assist homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Beneficiaries will be approximately four (4) low income seniors 62 years or older who reside in the City of San Juan.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will provide at the respective individual's home.

Exhibit B-1
GRANT BUDGET
City of San Juan

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Senior Companion Stipends @ $2.65 per/hour	$ 2,500.00
TOTAL GRANT BUDGET:	**$2,500.00**

Exhibit B-2
PAYMENT SCHEDULE
City of San Juan

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 848.00	Stipend $2.65 @ 320 hrs.
September	$ 848.00	Stipend $2.65 @ 320 hrs.
October	$ 804.00	Stipend $2.65 @ 304 hrs.
November	$0.00	
December	$0.00	
January	$0.00	
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	**$ 2,500.00**	Stipend $2.65 @ 944 hrs.

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of San Juan

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	4	In-Home Care Service
September	0	In-Home Care Service
October	0	In-Home Care Service
November	0	In-Home Care Service
December	0	In-Home Care Service
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	4	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16202 **15.X.**

Subrecipient Agreement - San Juan Youth Program
CC REGULAR

Date: 06/30/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the San Juan Youth Program (Youth Services) in the amount of $15,400.00 for Urban County Program Year 22 (2009).

BACKGROUND

Funding will be utilized for the reimbursement of umpire fees, purchase of uniforms and recreational equipment/supplies. The Agreement shall be effective on July 1, 2009. (See the attached exhibits)

Subrecipient:	San Juan Youth Program	
Individual Agreement amounts:	Hidalgo County Precinct #2	$10,400.00
	City of San Juan	$ 5,000.00
Total Funding Amount:		$ 15,400.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: agreement
Link: exhibits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:02 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 02:36 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber Started On: 06/24/2009 04:43 PM

Final Approval Date: 06/26/2009

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Learn baseball skills, exercise, training, teamwork, and family and community involvement.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,400.00 Awarded By: Precinct #2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Expenditures include, but not limited to umpire service fees and purchase of minor equipment / supplies (uniforms, trophies, etc.).

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Will be promoting fitness as well as learning how to play baseball. Schedule of activity is as follows: October-December (Saturdays only) & March-May (Mon-Fri) unless there is a tournament.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Will be able to provide one more team to each division and we will be able to offer winter league.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Approximately 400 children of low income between the ages of 4-15 years old and live within the San Juan and surrounding areas in PCT. 2 will be served.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Games are held @1419 S. San Antonio San Juan, TX. Coaches decide the practice site which are held in the San Juan area.

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Purchase of Minor Equipment/Supplies (Uniforms, trophies, etc.)	$ 3,400.00
Umpire Service Fees	$ 7,000.00
TOTAL GRANT BUDGET:	**$10,400.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$0.00	
September	$0.00	
October	$ 1,700.00	Uniforms/umpire fee/trophies
November	$ 350.00	Umpire fees/uniforms/trophies
December	$ 600.00	Umpire fees/trophies/uniforms
January	$0.00	
February	$0.00	
March	$ 1,200.00	Umpire fees/uniforms/trophies
April	$ 2,600.00	Umpire fees/uniforms/trophies
May	$ 3,950.00	Umpire fees/uniforms/trophies
TOTAL:	**$ 10,400.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	80	Baseball
November	10	Baseball
December	10	Baseball
January	0	
February	0	
March	200	Baseball
April	50	Baseball
May	50	Baseball
Total for the Year:	**400**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of San Juan

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Learn baseball skills, exercise, training, teamwork, and family and community involvement.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 5,000.00 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of baseball uniforms.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Will be promoting fitness as well as learning how to play baseball. October-December (Saturdays only) March-May (Monday-Friday) unless there is a tournament

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Will be able to provide one more team to each division and we will be able to offer winter league baseball.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Will be serving approximately 300 children, low income, between the ages of 4-15 years old living within the San Juan area.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Games are held @ 1419 S. San Antonio Ave. San Juan, TX. Coaches decide the practice site but it is held in the San Juan area.

Exhibit B-1
GRANT BUDGET
San Juan

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Purchase of baseball uniforms	$ 5,000.00
TOTAL GRANT BUDGET:	**$5,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of San Juan

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 0.00	
November	$ 0.00	
December	$ 0.00	
January	$ 0.00	
February	$ 0.00	
March	$ 4,000.00	Purchase of uniforms
April	$ 0.00	
May	$ 1,000.00	Purchase of uniforms
TOTAL:	**$5,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of San Juan

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	0	
November	0	
December	0	
January	0	
February	0	
March	225	Baseball
April	25	Baseball
May	0	
Total for the Year:	**250**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

AI-16176 **15.Y.**

Subrecipient Agreement - Boys & Girls Club of Alamo-San Juan
CC REGULAR

Date: 06/30/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Boys & Girls Club of Alamo – San Juan (Youth Services) in the amount of $63,500.00 for Urban County Program Year 22 (2009).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for program leaders, unit director, and program director and to include the purchase of recreational equipment/supplies. The Agreement shall be effective on July 1, 2009. (See the attached Exhibits).

Subrecipient: **Boys & Girls Club of Alamo-San Juan**

Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	13,500.00
	City of Alamo	30,000.00
	City of San Juan	10,000.00

Total Funding Amount: **$63,500.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Exhibit
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2009 03:15 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 11:50 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber

Started On: 06/24/2009 03:04 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide youth services in the areas of Character & Leadership Development, Education & Career Development, the Arts, Sports, Fitness, & Recreation, & Health & Life Skills.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: Precinct # 1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Program Leaders, Purchase of Recreational Equipment & supplies for programs.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Club provides direct services Monday thru Friday 8:30 a.m. to 7:30p.m. These services are primarily building based programs that are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, and Health & Life Skills, Sports, Fitness, & Recreation.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

This grant will allow the Club to continue to provide the excellent services to extremely low and/or low to moderate income residents that otherwise would be unable to access these services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

We service children ages 4-18 yrs of age in City of Alamo, Donna, Weslaco, Edcouch, Elsa, and surrounding areas. Estimated numbers of children serviced in this area are 300 of which a majority is considered extremely low and/or low to moderate income. These Grant monies cover approximately 10% of the estimated annual number served or approximately 90 children. These monies are used to leverage other grant monies.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Alamo Unit:501 N. 13th St. Alamo, TX 78589, North Unit: 733 N. Alamo Rd, Alamo TX, Villagomez Baseball Park 600 S. Ridge Rd. Alamo,TX , & Alamo Sports Complex: 423 N. Tower Rd. Alamo, TX

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) Direct services between 45-80 hours per pay period 7/09-5/10	$ 9,000.00
Purchase of Recreational Equipment & Supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 500.00	Program Salaries/ Equipment Supplies
August	$ 0	Program Salaries/ Equipment Supplies
September	$ 500.00	Program Salaries/ Equipment Supplies
October	$ 500.00	Program Salaries/ Equipment Supplies
November	$ 500.00	Program Salaries/ Equipment Supplies
December	$ 500.00	Program Salaries/ Equipment Supplies
January	$ 1,500.00	Program Salaries/ Equipment Supplies
February	$ 1,500.00	Program Salaries/ Equipment Supplies
March	$ 1,500.00	Program Salaries/ Equipment Supplies
April	$ 1,500.00	Program Salaries/ Equipment Supplies
May	$ 1,500.00	Program Salaries/ Equipment Supplies
TOTAL:	**$ 10,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	20	Provide youth services in the areas of :
August		Character & Leadership Development,
September	150	Education & Career Development, The Arts,
October		Sports, Fitness, & Recreation, Health & Life Skills.
November		Provide youth services in the areas of :
December		Character & Leadership Development,
January	10	Education & Career Development, The Arts,
February		Sports, Fitness, & Recreation, Health & Life Skills.
March		Provide youth services in the areas of :
April	120	Character & Leadership Development,
May		Education & Career Development, The Arts,
Total for the Year:	**300**	Sports, Fitness, & Recreation, Health & Life Skills.

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
Precinct #2

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide youth services in the areas of Character & Leadership Development, Education & Career Development, the Arts, Sports, Fitness, & Recreation, & Health & Life Skills.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 13,500.00 Awarded By: Precinct # 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & Fringe benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Program Leaders. Purchase of Recreational Equipment & supplies for programs.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Club provides direct services Monday thru Friday 8:30 a.m. to 7:30p.m. These services are primarily building based programs that are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, Health & Life Skills, and Sports, Fitness, & Recreation.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

This grant will allow the Club to continue to provide the excellent services to extremely low and/or low to moderate income residents that otherwise would be unable to access these services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

We service children Ages 4-18 yrs of age in City of Alamo. Estimated number of children serviced in this area is 150 of which a majority is considered extremely low and/or low to moderate income. These Grant monies cover approximately 25% of the estimated annual number served or approximately 38 children. These monies are used to leverage other grant monies.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Alamo Unit:501 N. 13th St. Alamo, TX 78589, Sorensen Unit: 715 S. Standard, San Juan TX, Villagomez Baseball Park; 600 S. Ridge Rd. Alamo, TX , & Alamo Sports Complex: 423 N. Tower Rd. Alamo, TX

Exhibit B-1
GRANT BUDGET
Precinct #2

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) Direct services between 45-80 hours per pay period 7/09-5/10	$ 13,000.00
Purchase of Recreational Equipment & Supplies	$ 500.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 13,500.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #2

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_-2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,000.00	Program Salaries/ equipment
August	$ 500.00	Program Salaries/ Equipment
September	$ 1,000.00	Program Salaries/ Equipment
October	$ 1,000.00	Program Salaries/ Equipment
November	$ 1,000.00	Program Salaries/ Equipment
December	$ 1,500.00	Program Salaries/ Equipment
January	$ 1,500.00	Program Salaries/ Equipment
February	$ 1,500.00	Program Salaries/ Equipment
March	$ 1,500.00	Program Salaries/ Equipment
April	$ 1,500.00	Program Salaries/ Equipment
May	$ 1,500.00	Program Salaries/ Equipment
TOTAL:	$13,500.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure exceeds the estimated amount by 50%. If the *actual* monthly expenditure is less than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #2

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	15	Provide youth services in the areas of :
August		Character & Leadership Development,
September	20	Education & Career Development, The Arts,
October	30	Sports, Fitness, & Recreation, Health & Life Skills.
November	30	Provide youth services in the areas of :
December	20	Character & Leadership Development,
January	15	Education & Career Development, The Arts,
February	10	Sports, Fitness, & Recreation, Health & Life Skills.
March		Provide youth services in the areas of :
April	10	Character & Leadership Development,
May		Education & Career Development, The Arts,
Total for the Year:	150	Sports, Fitness, & Recreation, Health & Life Skills.

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit A
STATEMENT OF WORK
City of Alamo

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide youth services in the areas of Character & Leadership Development, Education & Career Development, the Arts, Sports, Fitness, & Recreation, & Health & Life Skills.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 30,000.00 Awarded By: City of Alamo

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & Fringe benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Program Leaders. Purchase of Recreational Equipment & supplies for programs.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Club provides direct services Monday thru Friday 8:30 a.m. to 7:30p.m. These services are primarily building based programs that are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, Health & Life Skills, and Sports, Fitness, & Recreation.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

This grant will allow the Club to continue to provide the excellent services to extremely low and/or low to moderate income residents that otherwise would be unable to access these services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

We service children Ages 4-18 yrs of age in City of Alamo. Estimated number of children serviced in this area is 300 of which a majority is considered extremely low and/or low to moderate income. These Grant monies cover approximately 30% of the estimated annual number served or approximately 90 children. These monies are used to leverage other grant monies.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Alamo Unit:501 N. 13th St. Alamo, TX 78589, Villagomez Baseball Park 600 S. Ridge Rd. Alamo,TX , & Alamo Sports Complex; 423 N. Tower Rd, Alamo, TX

Exhibit B-1
GRANT BUDGET
City of Alamo

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries & Fringe Benefits for Staff providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) Direct services between 45-80 hours per pay period 7/09-5/10	$ 29,000.00
Purchase of Recreational Equipment & Supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 30,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Alamo

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 2010_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 3,250.00	Program Salaries/ Equipment Supplies
August	$ 2,000.00	Program Salaries/ Equipment Supplies
September	$ 2,750.00	Program Salaries/ Equipment Supplies
October	$ 2,750.00	Program Salaries/ Equipment Supplies
November	$ 2,750.00	Program Salaries/ Equipment Supplies
December	$ 2,750.00	Program Salaries/ Equipment Supplies
January	$ 2,750.00	Program Salaries/ Equipment Supplies
February	$ 2,750.00	Program Salaries/ Equipment Supplies
March	$ 2,750.00	Program Salaries/ Equipment Supplies
April	$ 2,750.00	Program Salaries/ Equipment Supplies
May	$ 2,750.00	Program Salaries/ Equipment Supplies
TOTAL:	$ 30,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of Alamo

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 2010_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	130	Provide youth services in the areas of :
August		Character & Leadership Development,
September		Education & Career Development, The Arts,
October		Sports, Fitness, & Recreation, Health & Life Skills.
November		Provide youth services in the areas of :
December	20	Character & Leadership Development,
January	20	Education & Career Development, The Arts,
February	20	Sports, Fitness, & Recreation, Health & Life Skills.
March		Provide youth services in the areas of :
April	130	Character & Leadership Development,
May		Education & Career Development, The Arts,
Total for the Year:	**300**	Sports, Fitness, & Recreation, Health & Life Skills.

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only once per year.

Exhibit A
STATEMENT OF WORK
City of San Juan

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Provide youth services in the areas of Character & Leadership Development, Education & Career Development, the Arts, Sports, Fitness, & Recreation, & Health & Life Skills.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 10,000.00 Awarded By: City of San Juan

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries & Fringe benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Program Leaders. Purchase of Recreational Equipment & supplies for programs.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The Club provides direct services Monday thru Friday 8:30 a.m. to 7:30p.m. These services are primarily building based programs that are implemented by program staff in the areas of Character & Leadership Development, Education & Career Development, the Arts, Health & Life Skills, and Sports, Fitness, & Recreation.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

This grant will allow the Club to continue to provide the excellent services to extremely low and/or low to moderate income residents that otherwise would be unable to access these services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

We service children Ages 4-18 yrs of age in City of San Juan. Estimated number of children serviced in this area is 200 of which a majority is considered extremely low and/or low to moderate income. These monies cover approximately 15% of the estimated annual number served or approximately 30 children. These monies are used to leverage other grant monies.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Alamo Unit: 501 N. 13th St. Alamo, TX 78589, & Alamo Sports Complex: 423 N. Tower Rd. Alamo, TX

Exhibit B-1
GRANT BUDGET
City of San Juan

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change**.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries & Fringe Benefits for Staff providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s) Direct services between 45-80 hours per pay period 7/09-5/10	$ 9,750.00
Purchase of Recreational Equipment & Supplies	$ 250.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of San Juan

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the preceding month of the change. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 2,000.00	Program Salaries/ Equipment Supplies
August	$ 1,000.00	Program Salaries/ Equipment Supplies
September	$ 1,250.00	Program Salaries/ Equipment Supplies
October	$ 1,250.00	Program Salaries/ Equipment Supplies
November	$ 1,250.00	Program Salaries/ Equipment Supplies
December	$ 1,250.00	Program Salaries/ Equipment Supplies
January	$ 1,500.00	Program Salaries/ Equipment Supplies
February	$ 500.00	Program Salaries/ Equipment Supplies
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	$ 10,000.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure exceeds the estimated amount by 50%. If the *actual* monthly expenditure is less than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
City of San Juan

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	80	Provide youth services in the areas of :
August		Character & Leadership Development,
September	20	Education & Career Development, The Arts,
October	20	Sports, Fitness, & Recreation, Health & Life Skills.
November	20	Provide youth services in the areas of :
December		Character & Leadership Development,
January	20	Education & Career Development, The Arts,
February		Sports, Fitness, & Recreation, Health & Life Skills.
March		Provide youth services in the areas of :
April	40	Character & Leadership Development,
May		Education & Career Development, The Arts,
Total for the Year:	**200**	Sports, Fitness, & Recreation, Health & Life Skills.

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16199 **15.Z.**

Subrecipient Agreement - Open Hands

CC REGULAR

Date:	06/30/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Open Hands Community Charitable Services (Public Services) in the amount of $20,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

Funding will be utilized for the purchase and distribution of food to the City of Donna and Precinct 1 residents. The Agreement shall be effective on July 1, 2009. (See the attached exhibits).

Subrecipient:	**Open Hands Community Charitable Services**	
Individual Agreement Amounts:	Hidalgo County Precinct #1	$20,000.00
Total Agreement amount:		**$20,000.00**

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** URBAN COUNTY FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: exhibit - Open Hands

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:56 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/25/2009 12:05 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Estella Webber — Started On: 06/24/2009 04:27 PM

Final Approval Date: 06/26/2009

Exhibit A
STATEMENT OF WORK
Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Open Hands Food Pantry distributes food to below poverty, low-income clients. The food is given out in boxes of uncooked food on a weekly basis. Clients can only receive food once a month except in cases for extreme emergencies.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 20,000.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Purchase of food for distribution.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Will distribute food to the below poverty and low-income residents. Clients are issued numbers and are served once a month. Distribution of food is held on Saturday mornings.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Funding will enable the organization to add additional clients eligible for food.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Beneficiaries are primarily below poverty and low-income median, Hispanic background who reside in the City of Donna or rural areas. Approximately 2500 individuals will be serviced.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Services will be provided at the premises of the organization – 301 South 17th Street, Donna, Texas

Exhibit B-1
GRANT BUDGET
Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Purchase of food for distribution	$ 20,000.00
TOTAL GRANT BUDGET:	**$ 20,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2009 - 2010 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,818.18	Purchase of food
August	$ 1,818.18	Purchase of food
September	$ 1,818.18	Purchase of food
October	$ 1,818.18	Purchase of food
November	$ 1,818.18	Purchase of food
December	$ 1,818.18	Purchase of food
January	$ 1,818.18	Purchase of food
February	$ 1,818.18	Purchase of food
March	$ 1,818.18	Purchase of food
April	$ 1,818.18	Purchase of food
May	$ 1,818.20	Purchase of food
TOTAL:	**$ 20,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2009 - 2010 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	1500	Distribution of food
August	100	Distribution of food
September	100	Distribution of food
October	100	Distribution of food
November	100	Distribution of food
December	100	Distribution of food
January	100	Distribution of food
February	100	Distribution of food
March	100	Distribution of food
April	100	Distribution of food
May	100	Distribution of food
Total for the Year:	2500	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT".**

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

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

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

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

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

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

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

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

SECTION XII
Legal Action and Venue

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

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

SECTION XIII
Miscellaneous Provisions

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

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

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

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20___.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200__- 20__ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability**. How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A–110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-16157 **16.A.**

Planning Department

CC REGULAR

Date:	06/30/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Final Approval of Subdivision Plat:
-Monte Alto Acres Phase 5 Subdivision – Pct. 1 (Richard Ruppert)

BACKGROUND

Fiscal Impact

Attachments

Link: Monte Alto Acres Ph. 5 - Final

Link: Monte Alto Acres 5;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/24/2009 08:29 AM	APRV
2	Dale Kennan	Dale Kennan	06/25/2009 10:38 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Nora Cavazos — Started On: 06/23/2009 04:31 PM

Final Approval Date: 06/26/2009

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 30, 2009

RE: **Monte Alto Acres Phase V Subdivision – Pct. 1**
Final Approval

Monte Alto Acres Phase V is a ten (10) lot subdivision located on the West side of FM 1015 approximately 600 feet North of Mile 21 North Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 5, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM and Zone "A" as per Project Engineer.

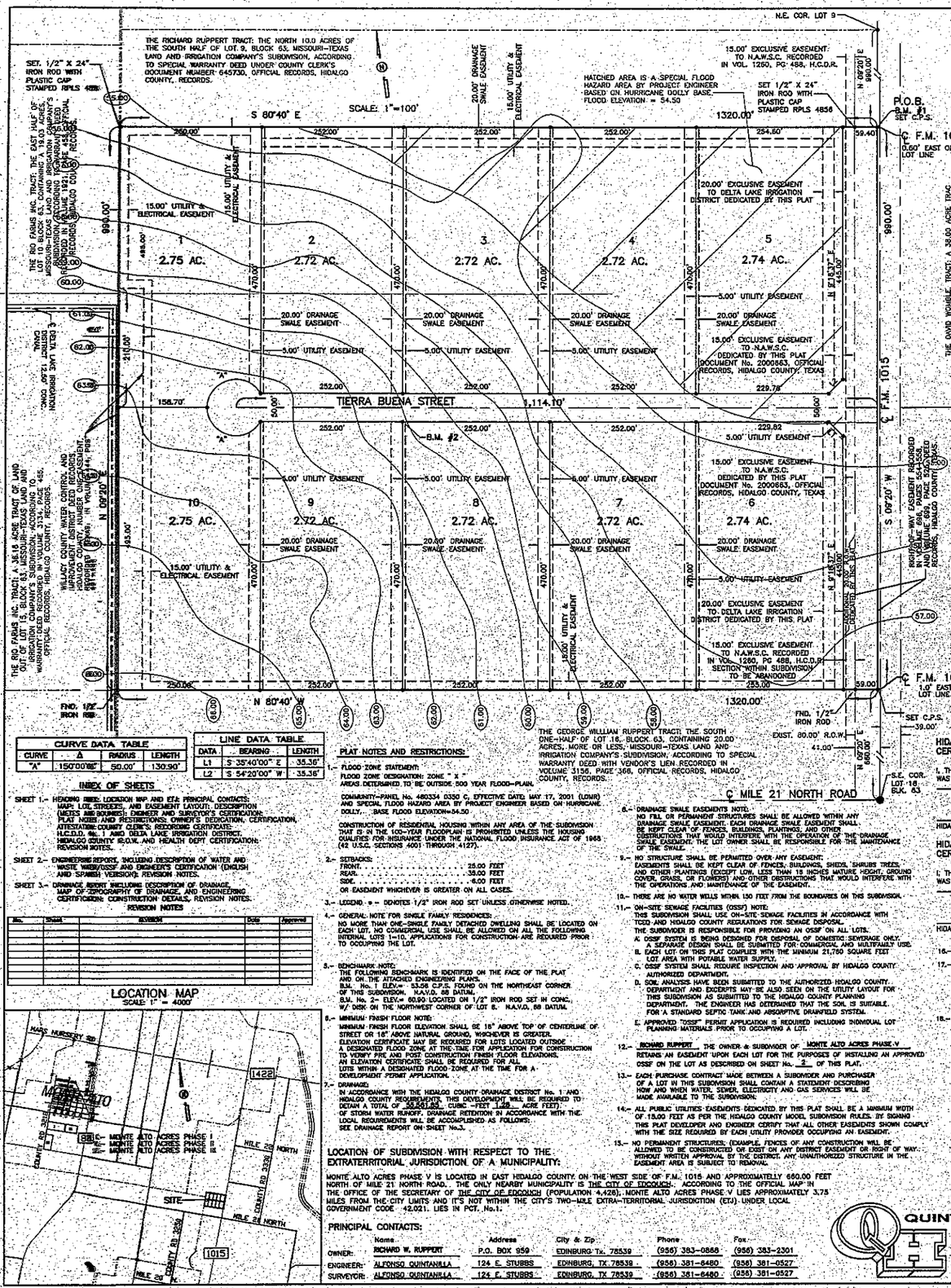
The proposed subdivision plat will dedicate twenty (20) feet on FM 1015of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on FM 1015 that will service as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 12, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **June 23, 2009.**



CURVE DATA TABLE			
CURVE	Δ	RADIUS	LENGTH
"A"	150°07'08"	50.00'	130.90'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 35°40'00" E	35.36'
L2	S 54°20'00" W	35.36'

INDEX OF SHEETS

SHEET 1.- HEADING HERE: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY CLERK'S CERTIFICATES; H.C.D.D. No. 1 AND DELTA LAKE IRRIGATION DISTRICT, HIDALGO COUNTY W.C.I.D. AND HEALTH DEPT CERTIFICATION; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); REVISION NOTES.

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE MAP OF TOPOGRAPHY OF DRAINAGE AND ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS, REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE: 1" = 4000'

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " x "
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD-PLAIN.

COMMUNITY-PANEL No. 480334 0350 C, EFFECTIVE DATE: MAY 17, 2001 (LOMR) AND SPECIAL FLOOD HAZARD AREA BY PROJECT ENGINEER BASED ON HURRICANE DOLLY, BASE FLOOD ELEVATION=54.50

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- SETBACKS:
FRONT. . . . . 25.00 FEET
REAR. . . . . 35.00 FEET
SIDE. . . . . 6.00 FEET
OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.- LEGEND: ● = DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

4.- GENERAL: NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERIOR LOTS 1-10. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1- ELEV.= 54.95' C.P.S. FOUND ON THE NORTHEAST CORNER OF THIS SUBDIVISION, N.A.V.D. 88 DATUM.
B.M. No. 2- ELEV.= 60.90 LOCATED ON 1/2" IRON ROD SET IN CONC., W/ DISK ON THE NORTHWEST CORNER OF LOT 6. N.A.V.D. 88 DATUM.

6.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY MINIMUM CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 55.561.89 CUBIC FEET (1.28 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REGULATIONS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3

8.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. ALL DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE EXCAVATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT:
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS EXCEPT LOW GRASS LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED PERSONNEL.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.- RICHARD RUPPERT THE OWNER & SUBDIVIDER OF MONTE ALTO ACRES PHASE V RETAINS AN EASEMENT OVER THE ROADS FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.- NO PERMANENT STRUCTURES: (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY: WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MONTE ALTO ACRES PHASE V IS LOCATED IN EAST HIDALGO COUNTY. ON THE WEST SIDE OF F.M. 1015 AND APPROXIMATELY 660.00 FEET NORTH OF MILE 21 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDCOUCH. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDCOUCH (POPULATION 4,428), MONTE ALTO ACRES PHASE V LIES APPROXIMATELY 3.75 MILES FROM THE CITY LIMITS AND IT'S NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021. LIES IN PCT. No.1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD W. RUPPERT	P.O. BOX 959	EDINBURG Tx. 78539	(956) 383-0886	(956) 383-2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX. 78539	(956) 381-6480	(956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX. 78539	(956) 381-6480	(956) 381-0527

SUBDIVISION PLAT OF:

MONTE ALTO ACRES PHASE V

A 30.00 ACRE TRACT OF LAND OUT OF LOTS 9 AND 16, BLOCK 63, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1956669, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

METES AND BOUNDS:

A 30.00 ACRE TRACT OF LAND OUT OF LOTS 9 AND 16, BLOCK 63, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1956669, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 9 AND WITHIN THE RIGHT OF WAY OF F.M. 1015 FOR THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°20'W, 990.00 FEET FROM THE NORTHEAST CORNER OF LOT 9.

THENCE; S 09°20'W, ALONG THE EAST LINE OF LOTS 9 AND 16, AND WITHIN THE RIGHT OF WAY OF F.M. 1015 (MILE 3 WEST ROAD), A DISTANCE OF 990.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40'W, PASSING A 1/2" IRON ROD FOUND AT 39.00 FEET FOR THE WEST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 16 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20'E, ALONG THE WEST LINE OF LOTS 9 AND 16, A DISTANCE OF 990.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40'E, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,280.80 FEET FOR THE WEST RIGHT OF WAY LINE OF F.M. 1015, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LANTANA ACRES No.6, RECORDED IN VOLUME 54, PAGES 72-75, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED · LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

6-17-08
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED · PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

6-12-09
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (MONTE ALTO ACRES PHASE V) HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (MONTE ALTO ACRES PHASE V) HAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

16.- LOTS 5 & 6 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO F.M. 1015.

17.- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCE SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18.- ALL LOTS IN MONTE ALTO ACRES PHASE V ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN MONTE ALTO ACRES PHASE V TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF MONTE ALTO ACRES PHASE V THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING MONTE ALTO ACRES PHASE V BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN MONTE ALTO ACRES PHASE V, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY, AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN MONTE ALTO ACRES PHASE V ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD W. RUPPERT AS OWNER OF THE 30.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MONTE ALTO ACRES PHASE V HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICHARD W. RUPPERT,
P.O. BOX 959
EDINBURG, TX. 78539

21 May 09
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD W. RUPPERT, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.
Given under my hand and seal of office this 12th day of June 2009

CYNTHIA A. GAYTAN · Notary Public, State of Texas · My Commission Expires · December 12, 2010

CYNTHIA A. GAYTAN- NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the MONTE ALTO ACRES PHASE V was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — date

ATTEST: _____
Hidalgo County Clerk — date

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, . The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed, except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 21st day of May 2009.

RICHARD W. RUPPERT

DRAINAGE STATEMENT

We, the undersigned owner(s) of land shown on this plat for the consideration of Delta Lake Irrigation District (Willacy and Hidalgo County) approving this plat, assume all responsibility for the drainage of the land covered hereby and we, our heirs and assigns, assume any cost in connection with any drainage needed now or at any time in the future.

RICHARD W. RUPPERT

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY OF WILLACY

This plat, " MONTE ALTO ACRES PHASE V " has been submitted to and considered by the Delta Lake Irrigation District of Willacy and Hidalgo County, Texas and is hereby approved by such district. "All rights, rules and regulations of Delta Lake Irrigation District existing prior to the submission of this plat are not abridged by this subsequent approval of this plat by the said District, notwithstanding any provision or notation otherwise in this plat." (This requirement will be inapplicable if any rights, rules or regulations of the District are intended by the District to be abridged.) Delta Lake Irrigation District will not allow any structures 15' from the centerline of a pipeline or 25' from the inside toe of any main or lateral canal or drainage ditch, and that no fencing will be installed or remain on any Districts easements or right of way unless approved by the District management. All approved fencing will be required to have gates providing a minimum opening of 16 feet. Subject to notice that irrigation water is available only at existing irrigation outlets. Any modification, change, or additional outlets must be approved by the district, and be at expense of the owner.

Any failure to record this plat in the office of the County Clerks Office of Willacy or Hidalgo County within one year after this date, shall cause this approval to become VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF April 2009

APPROVED BY: _____
PRESIDENT, Dale Munden

ATTEST BY: _____
SECRETARY: Neal Galloway

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO.: 1 OF 3 SHEETS	FILENAME = P:\DATA\SUBD\HIDALGO CO\MONTE ALTO ACRES PH V\PLAT		
	DATE PREPARED 07-31-2008	PREPARED BY LUPE	CHECKED BY
	DATE REVISED	REVISED BY	CHECKED BY
			APPROVED BY

AI-16015 **17.A.**

WIC & Nuestra Clinica Del Valle Utility Agreement

CC REGULAR

Date:	06/30/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria, WIC
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

Discussion, consideration and approval of Utility Service Payment agreement between Nuestra Clinica Del Valle and Hidalgo County WIC Program for the reimbursement of utility services from the Rio Grande City building located at 600 N. Garza, Rio Grande City, Texas occupied by both parties.

BACKGROUND

Utility Agreement attachment: WIC is responsible for 36.53% of electric utility service.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1292-441-00-350-001-9-622

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 6/25/2009 - - - > $23,230.29

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/22/2009 02:35 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	06/26/2009 02:35 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 06/15/2009 04:21 PM

Final Approval Date: 06/26/2009

AI-16129 **18.A.**

Interlocal Agreements between Hidalgo County and the city of Hidalgo

CC REGULAR

Date:	06/30/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management between the County of Hidalgo and the City of Hidalgo.

BACKGROUND

The grant amount of $2,480,000.00 has been awarded to the Hidalgo County Sheriff's Office and the city Police Departments of Donna, Hidalgo, La Joya, Palmview, Alton, Mission, and Pharr. Individual Sub-Recipient Agreement between Hidalgo County and the City Police Department of Hidalgo is currently being presented.

La Joya and Palmview agreements were presented at CC on 4/21/09 (AI#15095). Mission and Pharr agreements were presented at CC on 4/28/09 (AI# 15187). And Alton and Donna were presented at CC on 5/12/09 (AI# 15408) and 5-19-09 (AI#15547) respectively.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Budgetary Impact at this time, Approval of the Interlocal agreements only.

Attachments

Link: Hidalgo Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 10:38 AM	APRV
2	Sylvia Solis	Sylvia Solis	06/23/2009 01:23 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Manuel Chapa — Started On: 06/23/2009 09:19 AM

Final Approval Date: 06/26/2009

Department of Budget and Management

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone (956) 292-7025 • Fax (956) 292-7035 • www.co.hidalgo.tx.us/budget

MEMORANDUM

To: All Operation Stonegarden Grant Sub-Recipients

From: Raul Silguero Jr., Budget Officer

Date: April 6, 2009

Subject: Interlocal Cooperation Agreement

Cc: Sheriff Guadalupe "Lupe" Treviño

Enclosed please find duplicate copies of the Interlocal Cooperation Agreement (ICA) for sub-recipient award of Hidalgo County Operation Stonegarden Grant funds. Please have the agreements approved and executed by your governing body at their next scheduled meeting.

Please forward all executed agreements to: Department of Budget and Management
Attn: Rey Salazar
2818 South Business Hwy. 281
Edinburg, TX 78539

After approval by Hidalgo County Commissioner's Court, a countersigned original will be returned for your records.

Please contact Mr. Rey Salazar at 956.292.7025 ext. 5426 or Mr. Sergio Cruz at ext. 5424 should you have any questions.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF HIDALGO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into on this the 14 day of April, 2009, by and between Hidalgo County, a political subdivision of the State of Texas and the City of Hidalgo, Texas, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden Grant" or the "Grant", in the amount of Two Million Four Hundred and Eighty Thousand Dollars and no/100ths ($2,480,000.00) from the U.S. Department of Homeland Security ("DHS") through the State of Texas Governor's Division of Emergency Management ("GDEM"), of which certain funds is intended to be subcontracted to various local police departments including City's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled, "Governor's Division of Emergency Management 2008 Sub-Recipient Agreement to Hidalgo County," dated November 17, 2008, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in **Exhibit "A";**

WHEREAS, City desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "B";**

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City.

NOW, THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I
RULE AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at hhtp://www.epls.gov.

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Sub-Recipient Agreement between the County and the Governor's Division of Emergency Management attached hereto as Exhibit "A" and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through an agreement and the City further agrees to perform services as outlined in the Statement of Work **(Exhibit "B")** for and in consideration of reimbursement from County in an amount not to exceed Seventy-nine Thousand One Hundred and Twenty Eight Dollars and No/100ths ($79,128.00) as delineated in the **City Grant Budget (Exhibit "C") and Cost Reimbursement Request Form (Exhibit "D").**

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit "B") and Grant Budget (Exhibit "C") related to the Grant prior to commencing any work on any changes made therein.

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and shall be responsible for reimbursement as described in the Statement of Work (see Exhibit "B") and the City Grant Budget (see Exhibit "C").

SECTION IV
RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form (see Exhibit "D") and Activity Log (see Exhibit "E").

City understand that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION IV
MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give Homeland Security, GDEM, the Comptroller General of the United States, County, County auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by City pertaining to this Agreement.

SECTION V
PAYMENT REQUESTS

City agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit "D") and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit "E"), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in Exhibit "D".

City and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VI
AUDIT REQUIREMENTS

City agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

City agrees to furnish County a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to City hereunder. However, if City expends Five Hundred Thousand Dollars ($500,000) or more in federal funds, City must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than $500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the

federal agency, the General Accounting Office and County. If a City is exempt, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent fiscal year ended. If applicable, City agrees to cooperate with the County relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

SECTION VII
SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits "A "through "E".

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach of this Agreement relate to a violation of federal law or regulation that results in GDEM or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with Homeland Security, GDEM or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and City.

SECTION VIII
ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset

purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period.

SECTION IX
LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, officers, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet City's duty of indemnification under this paragraph.

SECTION XI
PROCUREMENT

City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII
CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will

have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII
MISCELLANEOUS PROVISIONS

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

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

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

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

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii)

sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
P.O. Box 1356
Edinburg TX 78539

If to City: City of Hidalgo
704 E. Texano
Hidalgo, Texas 78557

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

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

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

Assignment. This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

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

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

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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF HIDALGO, TEXAS

Mayor John David Franz

ATTEST:

City Secretary, Acting
Joe Vera III

COUNTY OF HIDALGO

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen Crain

AI-16152 **18.B.**

Gulf Coast Violent Offender & Fugitive Task Force II (1284)

CC REGULAR

Date:	06/30/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Acceptance and Approval of funds for the Gulf Coast Violent Offender and Fugitive Task Force II (GCVOFTF II) from the U.S. Marshals Service in the amount of $1,000.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the Gulf Coast Violent Offenders & Fugitive Task Force II (GCVOFTF II) with the United States Marshals Service.
3. Approval of appropriation of funds in the amount of $1,000.00

BACKGROUND

No local cash match is required. Monies are made available based on the current Memorandum of Understanding (MOU) between the Hidalgo County Sheriff's Office and the United States Marshals Service.

Funding is provided for the purchase of cell phone service and supply.

Grant period is 06/01/09 to 05/31/10. (Reference to Purchase Order No. DJMS-09-M-0257).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-063-0-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the the Gulf Coast Violent Offenders & Fugitive Task Force II with the United States Marshals Service in the amount of $1,000.00

Revenue account# 9-1284-331-10-280-063-0-000

Attachments

Link: notice.funds

Link: Certification of Rev letter

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	06/24/2009 08:24 AM	APRV
2	Budget & Management	Rosie Cantu	06/24/2009 08:25 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2009 02:59 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Emilia Uriegas

Started On: 06/23/2009 03:28 PM

Final Approval Date: 06/26/2009

MEMORANDUM OF UNDERSTANDING
DISTRICT FUGITIVE TASK FORCE
GULF COAST VIOLENT OFFENDERS & FUGITIVE TASK FORCE

This Memorandum of Understanding (MOU) is entered into by the Hidalgo County Sheriff's Department and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public Law 106-544, § 6. December 19. 2000. 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components. establish permanent Fugitive Apprehension Task Forces consisting of Federal. State. and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service. for purpose of locating and apprehending fugitives."

Terms and Conditions

1. **Period of Performance:** This MOU may be renewed annually based on written notification from the USMS, on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Task Force Commander or Chief Deputy. Subject to the availability of funds. this MOU will be renewed annually based on written notification from the U.S. Marshals Service.

2. **Reimbursement:** The Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to Marshals Service district fugitive apprehension task forces; or 2) travel, training, purchase or lease of police vehicles. fuel. supplies or equipment for state and local investigators in direct support of state local investigators who provide full time support to Marshals Service district fugitive apprehension task forces. The USMS shall X shall not ___ reimburse your organization for expenses incurred, depending on which category of funding is provided. An MOU must be signed and executed on or prior to the date of the Purchase Order which is the obligating document.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more than $15,572 per year. Reimbursement of for all types of expenses as defined above shall be contingent upon the submission of a proper invoice which shall be submitted on a monthly basis, and which provides the names of the investigators who incurred overtime for the Gulf Coast Violent Offenders & Fugitive Task Force (GCVOFTF) during the month: the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator: and the total monthly cost. The invoice should be submitted to the USMS Chief Deputy or Task Force Commander, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment. Invoices for equipment, supplies, training, fuel and vehicle lease should provide supporting documentation including receipts.

Group supervisors are responsible for scheduling the duty hours of the personnel assigned to their group, subject to the supervision of the Task Force Commander and the availability of compensation.

Agencies within the District may join the task force at any time with the consent of the USMS and after consultation with the Task Force Advisory Committee. Agencies that wish to join will sign a copy of the existing MOU for the District. The addition of agencies to the District Task Force is contingent upon the availability of funds each fiscal year.

3. Personnel and Supervision: The District Task Force will consist of law enforcement and administrative personnel from state and local law enforcement agencies. Each participating agency may agree to assign at least one full-time law enforcement officer to the task force or conduct operations in an ad-hoc basis. Additional law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the District Task Force shall be the responsibility of the USMS Chief Deputy or Task Force Commander. Subject to the needs of the task force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state and local law enforcement officers assign to the task force. The current task force, if applicable, will be integrated within the USMS Gulf Coast Violent Offenders & Fugitive Task Force to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

4. Task Force Advisory Committee: A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the District Task Force.

5. Vehicles and Equipment: Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. Government vehicles shall be used only for official purposes and solely for use in the performance of the task force. They shall not be used for transportation between residence and place of employment.

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the task force or upon agency request. Equipment and supplies purchased by the state and local agencies in support of full time state and local investigators assigned to the district fugitive apprehension task force will remain the property of that state or local agency.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task

force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance, and other expenses associated with the use of its vehicles. Pending the availability of funds and equipment, the USMS will issues USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official district task force business.

6. Background Investigations and Special Deputation: Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as a Special Deputy U.S. Marshal.

7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the task force shall be retained by the agency in the task force responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules and regulations. Task Force statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by the task force. Upon receipt of a written request, the district fugitive task force may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives. Task Force personnel will be assigned federal, state and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the district fugitive task force.

9. NCIC Entries: Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

10. Travel: Task Force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

11. Informants: Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and

protected sources.

12. **Use of Firearms and Deadly Force:** All members of the district fugitive task force shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Chief Deputy or Task Force Commander and each concerned task force officer.

13. **News Media:** Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all participating agencies.

14. **Release of Liability:** Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

AGREED ON: MARCH 2009

Sheriff or designee
Hidalgo County Sheriff's Department

by Alex Ramos

For Chief Deputy U.S. Marshal Elizabeth Saenz of designee
United States Marshals Service
Southern District of Texas

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 18, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant sub-award from the United States Marshal Service. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$1,000.00	DJMS-09-79-M-0257 Gulf Coast Violent Offenders & Fugitive Task Force

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/18/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: June 23, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: GCVOFTF II

ACCOUNT NUMBER: 9-1284-421-00-280-063-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-063-0-532	Wireless Devices	630.00
9-1284-421-00-280-063-0-611	Police Supplies	300.00
9-1284-421-00-280-063-0-619	Other Miscellaneous Supplies	70.00
	TOTAL APPROPRIATIONS	1,000.00
9-1284-331-10-280-063-0-000	U.S. Department of Justice--United States Marshals Service	1,000.00
	TOTAL REVENUES	1,000.00

REASON: **To appropriate budget for the Gulf Coast Violent Offender and Fugitive Task Force Grant II (GCVOFTF II) from the U.S. Marshals Service. Monies are to be used for the purchase of cell phone service and one binocular.**

Grant Period is 06/01/09 through 05/31/10.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16191 **19.A.**

MOU on passport process

CC REGULAR

Date:	06/30/2009
Submitted By:	Ricardo Contreras, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	District Clerk

Information

CAPTION

Discussion, consideration, and action on Memorandum of Understanding between Hidalgo County and H.E. Butt Grocery Stores regarding District Clerk Passport Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co. HEB agrees to allow Co. to use premises for passport services as a public service. No fees will be charged by HEB to Co. for use of HEB premises.

Attachments

Link: MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:39 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/25/2009 10:33 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Ricardo Contreras — Started On: 06/24/2009 04:06 PM

Final Approval Date: 06/26/2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND H.E.BUTT GROCERY COMPANY

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Hidalgo County District Clerk, hereinafter collectively referred to as "County," and H.E.BUTT GROCERY COMPANY, hereafter referred to as "HEB".

WHEREAS, County, by and through the Hidalgo County District Clerk, is desirous of providing the citizens of Hidalgo County with services in aid of acquiring United States Passports;

WHEREAS, public convenience will be enhanced by using the property owned by HEB which is located at 2409 East Expressway 83, Mission, Hidalgo County Texas, hereafter referred to as Premises;

WHEREAS, HEB, as a public service, is willing to make space available at the above referenced Premises for use by the County to provide the services above referenced;

NOW, THEREFORE, HEB and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. HEB grants to the County the use of part of the Premises above referenced on Saturday, July 11, 2009 in which the County will provide Passport Services to the public.

2. HEB will be responsible for setting up of chairs and tables at the Premises, as requested by County, and will provide an adequate public address system for use by County in the Premises.

3. County shall use its own personnel and will be in charge of all aspects of the operations with regards to the issuance of passport applications. The County shall assume full liability for the safekeeping of all passport applications, supplies and County owned equipment.

4. HEB shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of passport applications.

5. County shall collect the fees prescribed by Hidalgo County District Clerk for each application issued. Fees collected for the issuance of applications by the County shall not be commingled with any other funds in the possession of HEB.

6. Any changes in the ownership of HEB must be immediately reported in writing to the Hidalgo County District Clerk's Office. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue.

7. HEB will verify Proof of Texas Liability Insurance, when applicable, before the County can provide passport services.

8. County agrees to list the Premises as a facility of the County on its liability insurance policies, or include it in any self- insurance plan, as applicable. County, upon request of HEB, will provide HEB with proof of such insurance.

9. The term of this Agreement shall commence upon execution by the parties hereto, and may be voluntarily terminated by either party upon thirty (30) days written notice to the party.

10. Breach of any obligation to be performed by HEB shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this agreement. The parties hereto agree that any breach by HEB shall be considered a substantial breach, and HEB shall be notified by County of such breach by certified mail, return receipt requested.

11. Any notices given under the agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail return receipt requested, postage prepaid, to the parties as follows:

County: Laura Hinojosa
Hidalgo County District Clerk
100 N. Closner Edinburg, Texas 78539

Company: Shelley Parks
Public Affairs, South Texas Region
H.E.Butt Grocery Company
4428 Kosotry Rd.
Corpus Christi, Texas 78415

12. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County District Clerk. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by HEB.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS _____ DAY OF _____ 2009.

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

H.E.BUTT GROCERY COMPANY

By: _____

_____
Name

_____
Title

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

_____
Antonio Mendoza
Assistant Criminal District Attorney

AI-16206 **19.B.**

Technology Fee Adoption Request

CC REGULAR

Date:	06/30/2009
Submitted By:	Ricardo Contreras, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	District Clerk

Information

CAPTION

Approval to adopt technology fee for the preservation and restoration services performed by the District Clerk in connection with maintaining a district court records archive in accordance with Senate Bill (S.B.) No. 1685.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

A fee of up to $5.00 may be adopted if CC approves this agenda item in relation to the creation of the District Court Records Technology Fund and in accordance with SB 1685.

Attachments

Link: Technology fee adoption request

Link: SB 1685

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 10:56 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/25/2009 11:14 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Ricardo Contreras — Started On: 06/24/2009 05:16 PM

Final Approval Date: 06/26/2009

Laura Hinojosa
Hidalgo County
District Clerk

June 24, 2009

The Honorable JD Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Salinas:

I have attached a copy of SB 1685, relating to the creation of a district court records technology fund, which was signed by Governor Rick Perry on June 19, 2009.

Please be informed that the bill became effective upon signature of the governor, which provides for a technology fee up to $5 upon approval of commissioner's court. The technology fee was created to assist in the preservation and restoration services performed by the district clerk in connection with maintaining a district court records archive. We are hereby requesting the immediate adoption of the technology fee for said preservation services.

I appreciate your consideration of my request and a report on the status at the earliest convenience. If you have any questions or require additional information, please contact my office at 956.318.2200.

Sincerely,

Laura Hinojosa

Laura Hinojosa
Hidalgo County District Clerk

Attachment

cc: The Honorable Sylvia S. Handy
Commissioner Precinct 1

The Honorable Hector 'Tito' Palacios
Commissioner Precinct 2

The Honorable Joe M. Flores
Commissioner Precinct 3

The Honorable Oscar L. Garza
Commissioner Precinct 4

Post Office Box 87
Edinburg, Texas 78540
Telephone (956) 318-2200
Fax (956) 318-2251
districtclerk@co.hidalgo.tx.us

AN ACT

relating to the creation of a district court records technology fund.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter D, Chapter 51, Government Code, is amended by adding Section 51.305 to read as follows:

Sec. 51.305. DISTRICT COURT RECORDS TECHNOLOGY FUND. (a) In this section:

(1) "Court document" means any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.

(2) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.

(3) "Preservation" means any process that:

(A) suspends or reduces the deterioration of a court document; or

(B) provides public access to a court document in a manner that reduces the risk of deterioration.

(4) "Restoration" means any process that permits the visual enhancement of a court document, including making the document more legible.

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a

suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

(c) The county treasurer, or the official who discharges the duties commonly delegated to the county treasurer, in a county that adopts a fee under Subsection (b) shall establish a district court records technology fund in the general fund of the county for deposit of fees paid under Section 51.317(f).

(d) Subject to Subsection (f), money generated from the fee imposed under this section may be expended only for the preservation and restoration of the district court records archive.

(e) The district clerk shall designate the court documents that are part of the records archive for purposes of this section. The designation of court documents by the district clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The plan may include a proposal for entering into a contract with another person for preservation and restoration services. The commissioners court shall publish notice of a public hearing on the

plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

(g) If a county imposes a fee under this section, a notice shall be posted in a conspicuous place in the district clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF _____ (Insert name of county) COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ (Insert amount adopted by commissioners court) IS NEEDED TO PRESERVE AND RESTORE DISTRICT COURT RECORDS."

(h) Money remaining from the collection of fees imposed under this section after completion of a district court records archive preservation and restoration project may be expended for records management and preservation purposes in the manner provided by Section 51.317(d). The commissioners court of a county may not impose a fee under this section after the district court records archive preservation and restoration project is complete.

SECTION 2. Section 51.317, Government Code, is amended by amending Subsection (b) and adding Subsections (b-2) and (f) to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

(b-2) The fee imposed under Subsection (b)(5) does not apply to a filing by a state agency.

(f) The district clerk, after collecting a fee under Subsection (b)(5), shall pay the fee to the county treasurer, or to an official who discharges the duties commonly delegated to the county treasurer, for deposit to the district court records technology fund established under Section 51.305.

SECTION 3. Subchapter D, Chapter 101, Government Code, is amended by adding Section 101.06116 to read as follows:

Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a district court records archive fee of not more than $5 under Section 51.317(b)(5), if adopted by the county commissioners court.

SECTION 4. This Act takes effect immediately if it receives

a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1685 passed the Senate on April 30, 2009, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1685 passed the House on May 27, 2009, by the following vote: Yeas 148, Nays 0, one present not voting.

Chief Clerk of the House

Approved:

Date

Governor

AI-16231 **20.A.**

Resolution - Conversion of "I" Road

CC REGULAR

Date: 06/30/2009
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Precinct #2

Information

CAPTION

Approval of resolution regarding the conversion of "I" Road, from Hidalgo County Limits south to the proposed Border Safety Inspection Facility, to an on-system roadway.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Resolution "I" Road and Map

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 04:35 PM	APRV
2	Roland Garcia	Rolando Garcia	06/26/2009 09:13 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Roxanne De La Garza
Started On: 06/25/2009 03:14 PM
Final Approval Date: 06/26/2009

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

February 20, 2009

RECEIVED
FEB 25 2009
COUNTY JUDGE

The Honorable J.D. Salinas
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Conversion of I Rd, from Hidalgo County Limits south to the proposed Border Safety Inspection Facility, to an on-system roadway

Dear Judge Salinas:

The Texas Department of Transportation, Pharr District, previously submitted a request for a resolution to take "I" Rd on system on November 29, 2007. The request for the resolution was a result of the Pharr District pursuing the development and implementation of a permanent Border Safety Inspection Facility (BSIF) at the Pharr-Reynosa International Bridge port of entry. A revised location map and a sample resolution are attached for your reference.

To provide for an on-system connection to US 281 from the BSIF, we propose the conversion of a segment of "I" Rd, between Hidalgo County Limits and the proposed BSIF, from the County to the State for addition to the state highway system. This segment length is approximately 0.18 miles.

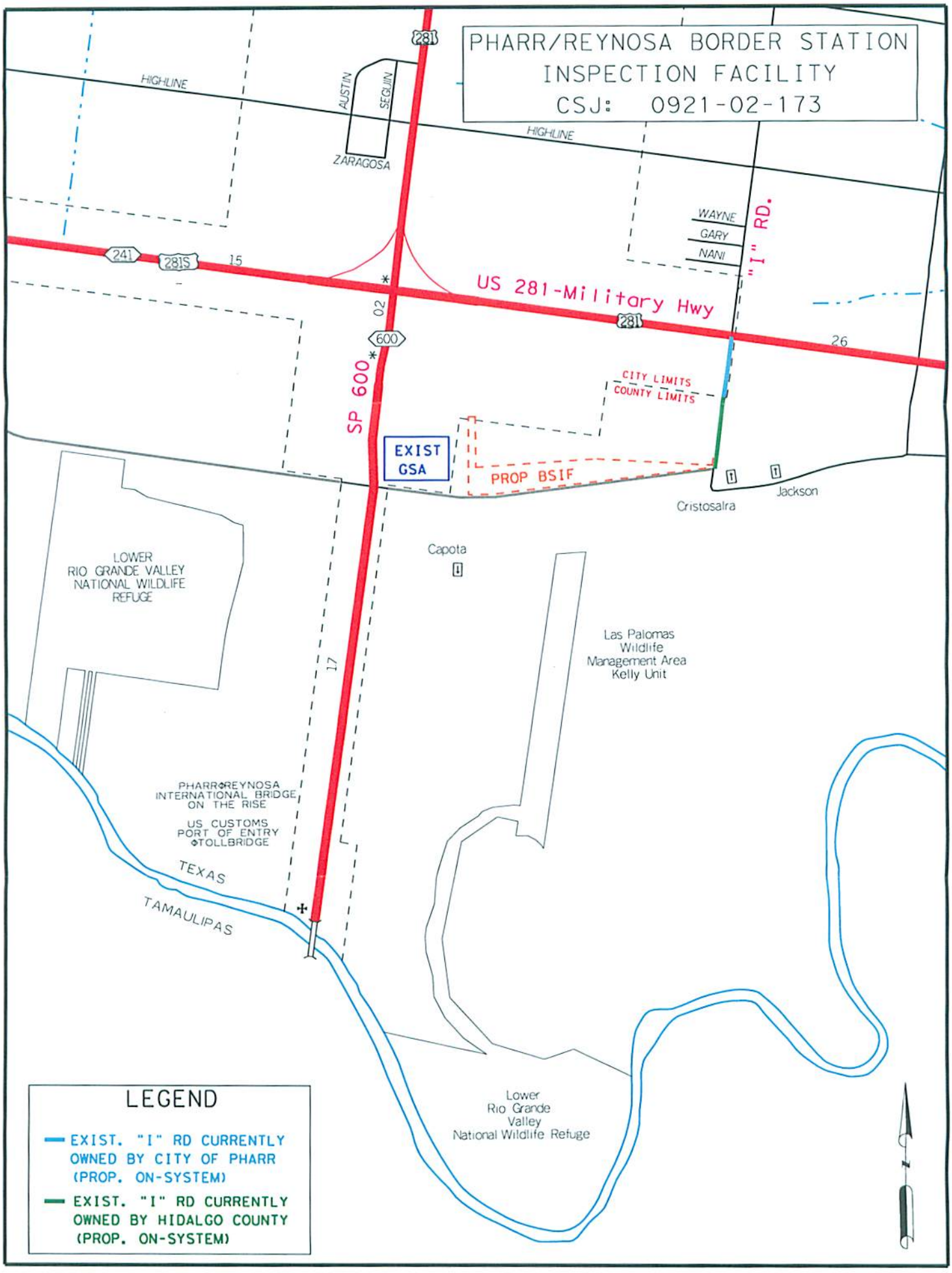
We request consideration of this proposal by Hidalgo County Commissioner's Court and the passage of a supporting resolution. Please forward the supporting resolution to our office at your earliest convenience. Thank you for your assistance and if you have any questions, feel free to contact me or our Director of Transportation Planning and Development, Jody Ellington at (956) 702-6242.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

Attachments
MRJ/mrs

cc: Hidalgo County Commissioner Hector "Tito" Palacios, Pct 2
Jody Ellington, P.E., Transportation Planning & Development Director
Hector P. Gonzalez, Jr., P.E., San Benito Area Engineer


PHARR/REYNOSA BORDER STATION
INSPECTION FACILITY
CSJ: 0921-02-173
HIGHLINE
HIGHLINE
AUSTIN
SEGUIN
ZARAGOSA
281
WAYNE
GARY
NANI
"I" RD.
241
281S
15
US 281-Military Hwy
281
26
02
600
SP 600
CITY LIMITS
COUNTY LIMITS
EXIST
GSA
PROP BSIF
Cristosalra
Jackson
Capota
LOWER
RIO GRANDE VALLEY
NATIONAL WILDLIFE
REFUGE
Las Palomas
Wildlife
Management Area
Kelly Unit
17
PHARR-REYNOSA
INTERNATIONAL BRIDGE
ON THE RISE
US CUSTOMS
PORT OF ENTRY
TOLLBRIDGE
TEXAS
TAMAULIPAS
Lower
Rio Grande
Valley
National Wildlife Refuge
LEGEND
EXIST. "I" RD CURRENTLY OWNED BY CITY OF PHARR (PROP. ON-SYSTEM)
EXIST. "I" RD CURRENTLY OWNED BY HIDALGO COUNTY (PROP. ON-SYSTEM)

RESOLUTION

Conversion of a segment of
"I" Rd
to an On-System Roadway

Whereas, Border Safety Inspection Facilities (BSIF) are required to ensure that commercial motor vehicles entering the United States through Texas are in safe operating condition; and

Whereas, the Texas Department of Transportation and the Department of Public Safety have provided for a temporary BSIF at the Pharr-Reynosa port of entry in Pharr, Texas; and

Whereas, the Texas Department of Transportation is pursuing the development and implementation of a permanent BSIF at the Pharr-Reynosa port of entry; and

Whereas, the Texas Department of Transportation desires an on-system connection between the BSIF and the state highway system; and

Whereas, the Texas Department of Transportation has proposed that "I" Rd. between US 281-Military Hwy and the Pharr City Limits, which is currently a city road, become an on-system roadway to provide the desired on-system connection; and

Whereas, the Texas Department of Transportation has proposed that "I" Rd. between Hidalgo County Limits and the proposed BSIF, which is currently a county road, become an on-system roadway to provide the desired on-system connection;

NOW, THEREFORE, be it resolved that the County of Hidalgo hereby expresses its support of "I" Rd. between Hidalgo County Limits and the proposed BSIF, a distance of approximately 0.18 miles, being transferred to the state highway system.

Passed and signed the ____ day of _____, 20 ____.

ATTEST:

_____
J.D. Salinas, County Judge

_____
Sylvia Handy, Pct. 1

_____
Hector "Tito" Palacios, Pct. 2

_____
Joe Flores, Pct. 3

_____
Oscar Garza, Pct. 4

AI-16131 **21.A.**

Unclaimed Capital Credits-Request for Funds for 2008 reporting year
CC REGULAR

Date:	06/30/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Electric Coop. - Unclaimed Capital Credits:
Discussion, consideration, and approval to submit request for funds (Unclaimed Capital Credits) from the Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the request.

BACKGROUND

As per Mrs. Elisa Alice Flores from the State Comptroller's office the amount allocated for Hidalgo County for the 2008 reporting year is $39,232.92.

Fiscal Impact

Attachments

Link: Unclaimed Capital Credit Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/23/2009 03:24 PM	APRV
2	Budget & Management	Rosie Cantu	06/24/2009 08:18 AM	APRV
3	Roland Garcia	Rolando Garcia	06/24/2009 04:24 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Ivan Cantu — Started On: 06/23/2009 09:26 AM

Final Approval Date: 06/26/2009

JD Salinas III
Hidalgo County Judge

June 30, 2009

Elisa Alice Flores, Accounts Examiner
Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, TX 78711-2019

Dear Mrs. Flores:

Please let this letter serve as Hidalgo County's official request for capital credits from electric cooperatives reported to the State Comptroller's Office in 2008 as unclaimed property. Please forward the credits to the following address:

County of Hidalgo
c/o County Judge's Office
100 E. Cano, 2nd Floor, Administration Building
Edinburg, TX 78540
Federal Tax ID #: 74-6000717

As in previous request, Hidalgo County certifies that the purpose of these funds will be in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

If you have any questions regarding this request, please contact Mrs. Dina R. Trevino, Director-Budget Management Division, by email at dina.trevino@co.hidalgo.tx.us or by phone at (956) 292-7025 ext. 5405.

Sincerely,

Juan D. Salinas III
Hidalgo County Judge

Cc: Honorable Sylvia Handy, Commissioner, Pct. 1
Honorable Hector "Tito" Palacios, Commissioner, Pct. 2
Honorable Jose M. Flores, Commissioner, Pct. 3
Honorable Oscar L. Garza, Jr., Commissioner, Pct. 4

AI-16066 **21.B.**

FY 09 Edward Byrne Justice Assistance Grant (JAG) - Public Hearing
CC REGULAR

Date:	06/30/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Edward Byrne Memorial:
1. Public Hearing on the FY 2009 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2009 Edward Byrne Justice Assistance Grant.

BACKGROUND

Authorization to apply for the FY 2009 JAG grant was approved by CC on 6-15-09, refer to AI 15928/21.A.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1282-412-00-115-047-X-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Hidalgo Co. is eligible to receive $126,358. Funds will be used to supplement Salaries & Fringes for the Auxiliary court (Court Coordinator and Bailiff). Please refer to budget narrative Attachment #2.

Attachments

Link: Agenda Caption JAG Grant

Link: FY 09 JAG Application

Link: FY 09 JAG Program Narratives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/26/2009 08:12 AM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 09:46 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/26/2009 10:50 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Manuel Chapa — Started On: 06/17/2009 11:32 AM

Final Approval Date: 06/26/2009

AI-16066 **20.B.**

FY 09 Edward Byrne Justice Assistance Grant (JAG) - Public Hearing
CC REGULAR

Date: 06/30/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Edward Byrne Memorial:
1. Public Hearing on the FY 2009 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2009 Edward Byrne Justice Assistance Grant.

BACKGROUND

Authorization to apply for the FY 2009 JAG grant was approved by CC on 6-15-09, refer to AI 15928/21.A.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1282-412-00-115-047-X-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Hidalgo Co. is eligible to receive $126,358. Funds will be used to supplement Salaries & Fringes for the Auxiliary court (Court Coordinator and Bailiff). Please refer to budget narrative Attachment #2.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Manuel Chapa	06/17/2009 11:32 AM	CREATED
1	Manuel Chapa (Originator)			NEW
2	Budget & Management			
3	Auditor's Office			
4	Purchasing Department			

Form Started By: Manuel Chapa Started On: 06/17/2009 11:32 AM

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION:		2. DATE SUBMITTED	Applicant Identifier
Application	Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier
☐ Construction	☐ Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
☑ Non-Construction	☐ Non-Construction		

5. APPLICANT INFORMATION

Legal Name: Hidalgo County	Organizational Unit:
	Department: Judge's Office
Organizational DUNS: 103110834	Division:
Address:	Name and telephone number of person to be contacted on matters involving this application (give area code)
Street: 100 E. Cano St. 2nd Floor	Prefix: / First Name: Manuel
City: Edinburg	Middle Name
County: Hidalgo	Last Name Chapa
State: Tx / Zip Code 78539	Suffix:
Country:	Email:
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6000717	Phone Number (give area code) 956-292-7025 / Fax Number (give area code)
8. TYPE OF APPLICATION: ☑ New ☐ Continuation ☐ Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) ☐ ☐ Other (specify)	7. TYPE OF APPLICANT: (See back of form for Application Types) B Other (specify)
	9. NAME OF FEDERAL AGENCY: Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16-738 TITLE (Name of Program): Edward Byrne Memorial Justice Assistance Grant Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Program Hidalgo County Auxiliary Court
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Hidalgo County	
13. PROPOSED PROJECT	14. CONGRESSIONAL DISTRICTS OF:
Start Date: October 1, 2009 / Ending Date: September 30, 2011	a. Applicant 15 / b. Project

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	$ 126,358.00	a. Yes. ☐ THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:
b. Applicant	$ .00	
c. State	$ .00	
d. Local	$ .00	b. No. ☐ PROGRAM IS NOT COVERED BY E. O. 12372
e. Other	$ .00	☑ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
f. Program Income	$ .00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
g. TOTAL	$ 126,358.00	☐ Yes If "Yes" attach an explanation. ☑ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix	First Name J.D.	Middle Name
Last Name Salinas		Suffix
b. Title Hidalgo County Judge		c. Telephone Number (give area code) 956-318-2600
d. Signature of Authorized Representative		e. Date Signed

2009-H0253-TX-DJ
Program Narrative (Attachment I)

Hidalgo County is 1,588 square miles and is located at the south most tip of the state of Texas. Its southern border covers seventy-eight miles of Texas/Mexico border along the Rio Grande River. As per most recent census estimates, Hidalgo County reflects a population of slightly over 700,000.

As a result of its proximity to the border, Hidalgo County experiences a high volume of criminal activity that is stemmed by various factors including a high unemployment rate, economically disadvantaged households, below national average education levels, illegal immigrant entries, drug trafficking and human smuggling, among others.

The aforementioned factors along with the increasing population have an exponential and adverse effect on the overall criminal justice system in Hidalgo County. (see Exhibit A)

EXHIBIT A:

Number of criminal cases filed in Hidalgo County District Courts:

COURT	2006	2007	2008	TOTAL
92	809	808	836	2,453
93	761	822	789	2,372
139	853	832	795	2,480
206	888	833	754	2,475
275	788	673	779	2,240
332	847	828	824	2,499
370	778	776	750	2,304
389	816	712	769	2,297
398	788	725	714	2,227
430		298	613	911
449	106	493	998	1,597
TOTAL	7,434	7,800	8,621	23,855

2009-H0253-TX-DJ
Program Narrative (Attachment I) pg 2

Auxiliary Court New Filings Report in Hidalgo County:

COURT	2006	2007	2008	TOTAL
92	363	285	29	677
93	310	300	10	620
139	2	5	10	17
206	138	157	154	449
275	132	164	175	471
332	2	6	7	15
370	151	150	184	485
389	6	3	3	12
398	1	3	5	9
430		11		11
449				
TOTAL	1,105	1,084	577	2,766

The Hidalgo County criminal justice system is comprised, at the moment, of eleven (11) district courts, six county courts at law and two auxiliary courts (auxiliary court A and auxiliary court B). The auxiliary courts main purpose is to provide support to the district courts. This support is managed by having the auxiliary courts hear and dispose of the overflow of criminal cases from all of the eleven district courts. Ten district courts are housed in the Hidalgo County's main courthouse building, one district court is located at the Judge Mario E. Ramirez Juvenile Detention center, auxiliary court A is housed in the Hidalgo County courthouse annex and auxiliary court B is housed in the Hidalgo County administration building located across from the courthouse.

Hidalgo County data reflects the immense support the auxiliary courts have provided to all eleven district courts. This support has translated into having a more manageable criminal caseload for all eleven Hidalgo County District Courts thus improving Hidalgo County's stance in complying with an individuals' right guaranteed in the Sixth Amendment.

Since the JAG Program allows a recipient to support a broad range of activities to enhance or improve its criminal justice system, it is through the auxiliary courts that Hidalgo County has decided to utilize the Edward J. Byrne Memorial Justice Assistance Grant Program.

The auxiliary courts are a component of the entire Hidalgo County criminal justice system and their function and activities play an integral part in improving the criminal justice system in Hidalgo County.

2009-H0253-TX-DJ
Program Narrative (Attachment I) pg 3

Below is the full-time staff structure of the auxiliary courts in Hidalgo County:

Three Judges
Two Bailiffs
Two Court Reporters
One Court Coordinator
One Court Liaison

All staff members employed in these positions set forth a collaborative effort to ensure the criminal caseload system is processed timely and efficiently; however, due to the availability of funds from the JAG Program, Hidalgo County has decided to use the JAG Program monies to fund the staff positions of one Bailiff and the Court Coordinator.

Below is a summary of the activities these two staff member perform within the auxiliary courts; thus, improving the overall criminal justice system in Hidalgo County:

Bailiff:

The Bailiff is in charge of courtroom security and procedures in auxiliary court B, assures the courtroom is open and prepared for court sessions, oversees the maintenance of juries and witnesses, assists Judge, Coordinator and District Clerk's office with courtroom clerical duties, acts as a Spanish translator for the court, maintains order in the courtroom, completes and reviews various court-related forms assuring the documents are complete with all necessary information and signatures, conducts appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail.

Court Coordinator:

The Court Coordinator's functions encompass both auxiliary court A and auxiliary court B. The Court Coordinator maintains awareness of new developments in court administration, nationally and locally and maintains special materials and files relating to records, rules of procedures and other items relating to court activity; reviews files and makes sure the cases are set for a hearing, trial, etc. (makes sure the case is moving along smoothly); makes daily docket entries (from court hearings) on court files; acts as a liaison between the Judge and Counsel.

Again, the activities from these two staff positions have demonstrated a significant positive impact on the improvement of the criminal justice system in Hidalgo County through the auxiliary courts. They have proven to be essential and the prospect of not having these positions in place would have a profound adverse effect on the criminal justice system in Hidalgo County. Consequently, Hidalgo County has recognized the

possibility of a shortfall of grant funding, particularly the Edward J. Byrne Memorial Justice Assistance Grant Program. Nonetheless, in the event that the statutory authority for the JAG Program would cease, the Judges and Budget Officer would petition the Hidalgo County Commissioners Court for a continuation of funding with the use of local funds.

Meanwhile, Hidalgo County will continue to use the JAG Program monies to fund the same Bailiff and Court Coordinator positions which were also funded by the JAG FY 05, JAG FY 06, JAG FY 07, and JAG FY 2008 grants. As with the other JAG grants, the new JAG FY 09 grant will be utilized after the preceding JAG grant funds have been exhausted. Our projection reflects the JAG FY 09 grant will start funding these positions on November 13, 2009 and end on Dec. 4, 2010 approximately.

2009-H0253-TX-DJ
Budget Narrative (Attachment II)

Below is breakdown of the salaries and fringes for the Bailiff and the Court Coordinator. Due to limited funds from the JAG Grant Program, it was concluded the total JAG funds awarded would be enough to fund 12.86 months of salary and fringes for these two staff members from the Auxiliary Courts starting on November 13, 2009 and ending on Dec. 5, 2010. Hidalgo County will continue to use the JAG Program monies to continue funding the same Bailiff and Court Coordinator positions which were also funded by the JAG FY 05, JAG FY 06, JAG FY 07, JAG FY 08 grants, and will be funded by JAG FY 09 too. The new JAG grant will be utilized after the preceding JAG grant funds have been exhausted. Hidalgo County Commissioners Court has approved interpreter and Longevity pay. Interpreter pay is additional pay paid to certain employees who possess a skill in speaking another language other than English. Since Bailiffs interact with the public, the position requires they speak Spanish considering the high percentage of Spanish speaking people in Hidalgo County. Longevity pay is additional pay paid for every year after five years of Hidalgo County employment.

The following Budget Detail includes budgeted salary and fringe amounts. Computations were done based on 2007 figures. For simplicity purposes, some of these projected computations have been rounded.

Budget Detail:

Description	Monthly Amounts x the Number of Months 100%	Employee: Bailiff/ Interpreter Total Compensation for 12.86 Months
JAG-F/T Employee	3,218.92 * 12.869 months	41,425
JAG-Longevity Pay	80.00 * 12.869 months	1,030
JAG-Interpreter Pay	500.00 * 12.869 months	6,435
JAG-Health Insurance	347.00 * 12.869 months	4,466
JAG-Life Insurance	2.25 * 12.869 months	29
JAG-FICA	290.62 * 12.869 months	3,740
JAG-Retirement	342.66 * 12.869 months	4,410
JAG-Unemployment	18.99 * 12.869 months	244
JAG-Workers Comp.	95.35 * 12.869 months	1,227
	Total	63,006

2009-H0253-TX-DJ
Budget Narrative (Attachment II) pg. 2

Description	Monthly Amounts x the Number of Months 100%	Employee: Court Coordinator Total Compensation for 12.86 Months
JAG-F/T Employee	3,861.67 * 12.869 months	49,697
JAG-Longevity Pay	35.00 * 12.869 months	450
JAG-Interpreter Pay	0.00 * 12.869 months	
JAG-Health Insurance	347.00 * 12.869 months	4,466
JAG-Life Insurance	2.25 * 12.869 months	29
JAG-FICA	298.10 * 12.869 months	3,836
JAG-Retirement	351.48* 12.869 months	4,523
JAG-Unemployment	19.48 * 12.869 months	251
JAG-Workers Comp.	7.79 * 12.869 months	100
	Total	63,352

The salary computation in the Budget Detail was computed using the annual salary amount for each staff member divided by twelve months and multiplying the monthly amount by 12.869 months.

The fringes computation in the Budget Detail was computed using the actual rate Hidalgo County uses for each fringe and arriving to the monthly amount of fringes in relation to the employee's monthly salary. The monthly fringe amount was multiplied by 12.869 months.

Budget Summary:

Personnel	99,037
Fringes Benefits	27,321
Total Project Cost	128,358
Federal Request	128,358

2009-H0253-TX-DJ
Review Narrative (Attachment III)

The JAG FY 09 grant application was hand delivered to the Hidalgo County governing body, on June 15, 2009. Notification to the Hidalgo County residents of the JAG Grant Program was included in the Hidalgo County Agenda for the Hidalgo County Commissioner's Court meeting held on June 30, 2009. The JAG Grant Program was presented in public forum and was also televised on the area's public television channel, KMBH – 60.

AI-16195 **21.C.**

Pre-Enrollment & Enrollment Policy & Payroll Direct Deposit Policy

CC REGULAR

Date:	06/30/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Budget & Management Dept./Treasurers Dept.:
1. Discussion, consideration, and action on the Hidalgo County Pre-Enrollment & Enrollment Policy and Procedures.
2. Discussion, consideration, and action on the Hidalgo County Direct Deposit Policy and Procedures.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/26/2009 01:19 PM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 01:38 PM	APRV
3	Erika Zamora	Erika Zamora	06/26/2009 03:13 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW
Form Started By: Ivan Cantu			Started On: 06/24/2009 04:13 PM	
Final Approval Date: 06/26/2009				

AI-16161 **21.D.**

Reduction of Workers' Comp Rate by 50% for the remainder of 2009

CC REGULAR

Date:	06/30/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Workers' Comp.:
Approval to adjust Workers' Compensation rates to reflect estimated required reserves as per the annual actuarial report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No additional funding is required. Overall fund balance will be decreased.

Attachments

Link: Proposed 2009 Workers' Comp Rates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/24/2009 09:43 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 10:19 AM	APRV
3	Dale Kennan	Dale Kennan	06/25/2009 04:01 PM	APRV
4	Damaris San Miguel	Damaris San Miguel	06/25/2009 04:39 PM	APRV
5	Dale Kennan	Dale Kennan	06/26/2009 09:27 AM	APRV
6	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Ivan Cantu — Started On: 06/24/2009 08:06 AM

Final Approval Date: 06/26/2009

HIDALGO COUNTY
WORKERS' COMPENSATION RATES
Revised - 6/30/2009

Workers' Comp. Rates				
Job Code	**Classification**	**2008 County Rates**	**2009 Current County Rates**	**2009 Proposed Rates**
3724	Electrical Appliance, Installation - Copy Repair	6.59%	3.35%	**1.68%**
4511	Chemical Analyst/ Assayers, Health & Buildings Inspectors	1.14%	0.61%	**0.30%**
5190	Electrical Wiring w/in Buildings	6.93%	3.08%	**1.54%**
5191	Computer Maintenance and Repair	1.60%	0.83%	**0.41%**
5403	Carpentry not other Wise Classed	12.10%	5.63%	**2.81%**
5506	Road Employees-Paving, Repaving, Heavy Equipment Operators	9.87%	4.71%	**2.35%**
5606	Co. and Drainage Dist. Commissioners, Drivers, Traffic Safety	2.47%	1.22%	**0.61%**
6229	Irrigation/Drainage Construction	5.98%	2.99%	**1.50%**
7520	Waterworks Operations, Drainage District, Roadside Maintenance	6.17%	4.42%	**2.21%**
7590	Landfill Garbage Works, Environ. Cleanup, Landfill Maintenance/ Attendants	10.59%	5.12%	**2.56%**
7704	Firefighters, Drivers & Volunteer Fire Control	3.35%	1.99%	**1.00%**
7720	Law Enforcement, Ambulance	4.56%	2.51%	**1.25%**
8391	Auto Mechanics	4.09%	2.17%	**1.08%**
8601	Engineers, Surveyors, Architects	0.72%	0.36%	**0.18%**
8742	Juvenile Probation, Collectors, Sales, Social Workers, Safety Officers	0.71%	0.32%	**0.16%**
8809	Chief of Commissioners & Directors (Field Operations Dir.)	0.60%	0.28%	**0.14%**
8810	Clerical, Office; Elections Personnel & Jurors	0.42%	0.20%	**0.10%**
8820	Attorney, Law Office, Clerical Workers, District Attorney Staff	0.29%	0.13%	**0.06%**
8828	Retirement Living Centers - All Other E	6.39%	3.32%	**1.66%**
8831	Vet Hospital & Animal Control	1.92%	1.28%	**0.64%**
8833	Hospital Professional & Clerical, LVN, Health & WIC Staff, Clinic Clerical Workers	1.77%	0.88%	**0.44%**
8838	Library/Museum Prof. & Clerical	0.69%	0.36%	**0.18%**
8868	School: Professional Employees, Headstart Classroom Staff	0.98%	0.56%	**0.28%**
9014	Bldg. Maintenance & Janitors	6.20%	3.35%	**1.67%**
9079	Restaurant and Food Preparation	4.07%	2.09%	**1.04%**
9101	School: All Other Employees, Headstart Support Staff	7.29%	4.11%	**2.06%**
9102	Parks & Recreation	5.43%	3.33%	**1.66%**

AI-16245 **21.E.1.**

Amigos Del Valle - Interdepartmental Transfer

CC REGULAR

Date:	06/30/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Monica Badillo
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Amigos Del Valle (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration (1100) to Amigos Del Valle (1100) in the amount of $1,500.00 to fund membership dues.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-XXX-00-115-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 6/26/09.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/26/2009 04:53 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/26/2009 05:26 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Perla Lopez — Started On: 06/26/2009 04:16 PM

Final Approval Date: 06/26/2009

INTER-DEPARTMENTAL TRANSFER

DATE: June 30, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 9-1100-XXX-00-115-XXX-0-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1100-415-00-115-002-0-899	Co Wide Adm - Contingency	(1,500.00)
TO:		
9-1100-444-00-115-067-0-810	Amigos Del Valle - Dues & Memberships	1,500.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: To cover 2009 membership dues.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-16151 **21.E.2.**

Insurance - Interdept. Transfer to fund pending and future claims

CC REGULAR

Date:	06/30/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Monica Badillo
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

General Liability Insurance (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Contingency to Insurance in the amount of $10,000.00 to fund pending and future claims.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 06/25/09.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/24/2009 09:47 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 10:16 AM	APRV
3	Dale Kennan	Dale Kennan	06/25/2009 09:33 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Sylvia Solis Started On: 06/23/2009 03:20 PM

Final Approval Date: 06/26/2009

DATE: June 23, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for DBM Insurance

ACCOUNT NUMBER: 9-1100-41X-00-115-0XX-0-8XX

2009
Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(10,000.00)
TO			
9-1100-419-00-115-025-0- 820	INSURANCE -	CLAIMS & JUDGEMENTS NOT COVERED	10,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

To fund pending and future claims

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-16150 **21.E.3.**

General Litigation - Interdept. Transfer to fund pending and future claims

CC REGULAR

Date:	06/30/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Monica Badillo
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

General Litigation (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Contingency to General Litigation in the amount of $20,000.00 to fund pending and future claims.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 06/23/09.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/24/2009 09:47 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 10:09 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2009 09:48 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Sylvia Solis Started On: 06/23/2009 03:07 PM

Final Approval Date: 06/26/2009

DATE: June 23, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 9-1100-415-X0-115-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(20,000.00)
TO			
9-1100-415-30-115-021-0- 333	GENERAL LITIGATION -	LEGAL SERVICES	5,000.00
9-1100-415-30-115-021-0- 820	GENERAL LITIGATION -	CLAIMS & JUDGEMENTS	15,000.00
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

To fund pending and future claims.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-16156 **21.E.4.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339) Damian Acres

CC REGULAR

Date:	06/30/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O, 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Damian Acres (program 041) in the total amount of $3,500.00 to fund project expenditures.

BACKGROUND

To cover Appraisal and Title reports and the purchase of 0.019 acre tract of land out of lot 13, block 55, Alamo Land & Sugar Co., Sub for the drainage purpose.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-041-0-711 $3,500.00
Funding available as of 6-24-09

Attachments

Link: Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/24/2009 08:25 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/24/2009 04:38 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Jr. Munoz Started On: 06/23/2009 04:20 PM

Final Approval Date: 06/26/2009

DATE: June 30, 2009

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

2009
Transfer
AI# - 16156

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(3,500.00)**
To:		
9-1339-431-00-124-041-0-711	**CO2009 Pct4 Damian Acres - R.O.W**	**$3,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover the purchase of 0.019 acre tract of land out of lot 13, block 55, Alamo Land & Sugar Co., Sub. For the drainage purpose and also for Appraisal and Title Reports for same.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16220 **21.E.5.**

Transfer for BCAP accounts

CC REGULAR

Date:	06/30/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 BCAP (1311):
Approval of 2009 interdepartmental transfer within Round II, Border Colonia Access Program from Roadrunner#2 (program 620) into account projects Eldora Gardens (program 252) in the amount of $159.64, Tiny Acres (program 740) in the amount of $159.68, El Charro #2 (program 240) in the amount of $161.22, Morning Sun (program 484) in the amount of $159.40, RSW Unit #1 (program 580) in tha amount of $161.62, Red Barn (program 605) in the amount of $159.39 and Val Bar Estates (program 767) in the amount of $165.44 for indirect cost associated with BCAP projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-122-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $6,723.24 as of 06/25/2009
9-1311-431-00-122-620-0-312------>9-1311-431-00-122-252-0-312 $159.64
9-1311-431-00-122-620-0-312------>9-1311-431-00-122-740-0-312 $159.68
9-1311-431-00-122-620-0-312------>9-1311-431-00-122-240-1-312 $161.22
9-1311-431-00-122-620-0-312------>9-1311-431-00-122-484-1-312 $159.40
9-1311-431-00-122-620-0-312------>9-1311-431-00-122-580-1-312 $161.62
9-1311-431-00-122-620-0-312------>9-1311-431-00-122-605-1-312 $159.39
9-1311-431-00-122-620-0-312------>9-1311-431-00-122-767-1-312 $165.44

Attachments

Link: Inter-Departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 10:41 AM	APRV
1	Budget & Management	Erika Zamora	06/25/2009 10:41 AM	APRV
2	Roland Garcia	Rolando Garcia	06/26/2009 09:03 AM	APRV
2	Roland Garcia	Rolando Garcia	06/26/2009 09:03 AM	APRV

3	Auditor's Office	06/26/2009 05:42 PM	NEW
3	Auditor's Office	06/26/2009 05:42 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 06/25/2009 08:27 AM

Final Approval Date: 06/26/2009

DATE: June 24, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Border Colonia Access Program

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-X-XXX BCAP

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-122-620-0-312	ROADRUNNER #2 - INDIRECT COST	(1,126.39)
9-1311-431-00-122-252-0-312	ELDORA GARDENS - INDIRECT COST	$159.64
9-1311-431-00-122-740-0-312	TINY ACRES - INDIRECT COST	$159.68
9-1311-431-00-122-240-1-312	EL CHARRO #2 - INDIRECT COST	$161.22
9-1311-431-00-122-484-1-312	MORNING SUN - INDIRECT COST	$159.40
9-1311-431-00-122-580-1-312	RSW UNIT #1 - INDIRECT COST	$161.62
9-1311-431-00-122-605-1-312	RED BARN - INDIRECT COST	$159.39
9-1311-431-00-122-767-1-312	VAL BAR ESTATES - INDIRECT COST	$165.44
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 BCAP PROJECT ROADRUNNER #2 into several BCAP accounts to cover Precinct #2 coordinator salary for May 2009 reimbursement invoice.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16210 **21.E.6.**

Transfer for El Charro Subdivision Project

CC REGULAR

Date:	06/30/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) to Border Colonia Access Program Project El Charro Subdivision (program 240) in the amount of $48,857.00 to fund project expenditures.

BACKGROUND

Work Authorization No.8 with PO 619889 (CCM approval on 03/03/2009 AI-14126) & Work Authorization No. 13 with PO Pending (CCM approval on 05/12/2009 AI-15372).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $427,454.60 as of 06/24/2009
9-1202-431-00-122-006-0-841-------->9-1202-431-00-122-240-1-841 in the amount of $48,857.00

Attachments

Link: revised transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:22 AM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2009 04:23 PM	APRV
3	Auditor's Office	Angela Garcia	06/26/2009 10:05 AM	APRV
4	Roland Garcia	Rolando Garcia	06/26/2009 02:02 PM	APRV
5	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 06/24/2009 05:31 PM

Final Approval Date: 06/26/2009

DATE: June 24, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

AI-16210 Revised

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-XXX Road & Bridge

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1202-431-00-122-006-0-841	Pct 2 P/U Rd - AID TO GOVERNMENT AGENCIES	(48,857.00)
9-1202-431-00-122-240-0-731	PCT2 - EL CHARRO SUBD - ROADS	$48,857.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT2 ROAD & BRIDGE to BCAP PROJECT El Charro Subdivision for expenditures on Work Authorizations No.8 (CCM approved on 03/03/2009 AI-14126) & Work Authorization No.13 (CCM approved on 05/12/2009 AI-15372).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16158 **21.E.7.**

Interdepartmental Transfer for Tierra Bonita Marie Cir. North

CC REGULAR

Date:	06/30/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management
Purchasing only:	CAP Pct.2

Information

CAPTION

BCAP (1310):
Approval of 2009 interdepartmental transfer from BCAP Primavera 2/Rosie (program 080) to BCAP Tierra Bonita/Marie Cir. North (program 543), respectively in the amount of $1,571.86 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1310-431-00-122-080-0-731

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of $6,125.36

9-1310-431-00-122-080-0-731-->9-1310-431-00-122-543-0-339 - $1,571.86

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/24/2009 08:24 AM	APRV
2	Roland Garcia	Rolando Garcia	06/24/2009 11:03 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Marcie Jackson — Started On: 06/23/2009 04:44 PM

Final Approval Date: 06/26/2009

DATE: June 23, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1310)

AI-16158 6/30/09

ACCOUNT NUMBER: 9-1310-431-00-122-XXX-0-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

SUBJECT: **Interdepartmental transfer(s)** (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1310-431-00-122-080-0-731	PCT. 2-PRIMAVERA 2/ROSIE-ROADS	$ (1,571.86)
9-1310-431-00-122-543-0-339	PCT.2-TIERRA BONITA/MARIE CIR N-OTHER PR	$ 1,571.86
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is needed to pay past due invoices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16207 **21.E.8.**

Transfer for Drainage Improvement Projects

CC REGULAR

Date:	06/30/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into LJ Pond (program 045) in the amount of $75,000.00 to fund land acquisition.

BACKGROUND

Parcel #A (Mario & Maria D. Gauna)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $2,442,961.33 as of 06/24/2009.
9-1339-431-00-122-034-0-890---->9-1339-431-00-122-045-0-719 in the amount of $75,000.00

Attachments

Link: Inter-Departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 09:13 AM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2009 03:56 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/24/2009 05:17 PM

Final Approval Date: 06/26/2009

DATE: June 24, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(75,000.00)
9-1339-431-00-122-045-0-719	CO2009 Pct2 L J Pond - LAND	$75,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Purchase of Land for LJ Drainage Project

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16188 **21.E.9.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339) VerleCray Curry Pond

CC REGULAR

Date:	06/30/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O., 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Verle Cray Curry Road Pond (program 062) in the total amount of $15,000.00 to fund project expenditures.

BACKGROUND

To cover the purchase of land from Verle Cray and wife Betty Sue Cray (Note: previous transfer (AI#16055 6-22-09) will not cover the full appraisal of $134,613.00)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-062-0-719 $15,000.00
Funding available as of 6-25-09.

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:34 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/25/2009 05:14 PM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Jr. Munoz Started On: 06/24/2009 03:47 PM

Final Approval Date: 06/26/2009

DATE: June 30, 2009

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

2009
Transfer
AI# - 16188

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(15,000.00)**
To:		
9-1339-431-00-124-062-0-719	**CO2009 Pct4 VerleCray Curry Rd Pond - Land**	**$15,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover the purchase of land from Verle Cray and Wife Betty Sue Cray.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16165 **21.E.10.**

Emergency Service - Interdept. Transfer from La Joya to Sullivan City
CC REGULAR

Date:	06/30/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Emergency Services (1100):
Approval of 2009 interdepartmental transfer within Emergency Services from La Joya Fire Department (program 009) to Sullivan City Fire Department (program 026) in the total amount of $10,000.00 to fund fire call expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-20-300-009-0-841

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds of $26,225.00 available as of 06/24/09.
Refer to AI-16160 for county action on request.

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/25/2009 10:11 AM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 10:36 AM	APRV
3	Roland Garcia	Rolando Garcia	06/25/2009 03:46 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Sylvia Solis — Started On: 06/24/2009 09:51 AM

Final Approval Date: 06/26/2009

DATE: June 24, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Emergency Services

ACCOUNT NUMBER: 9-1100-422-20-300-XXX-0-841

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-422-20-300-009-0- 841	EMERGENCY SERVICES	LA JOYA FIRE DEPARTMENT	(10,000.00)
TO			
9-1100-422-20-300-026-0- 841	EMERGENCY SERVICES	SULLIVAN CITY FIRE DEPARTMENT	10,000.00
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmenal transfer to fund fire calls expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-16243 **21.F.1.**

Interfund from Court Reporter (1239) to Co. Wide Contingency (1100)
CC REGULAR

Date:	06/30/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Co. Wide Contingency (1100):
Approval of 2009 interfund transfer from Court Reporter fund to Co. Wide Contingency in the amount of $100,000.00 to fund pending projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fund 1239 fund balance --> 9-1100-415-00-115-002-0-899 $100,000.00; funds available as of 6-26-09.

Attachments

Link: Co. Wide Contingency interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/26/2009 02:40 PM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 03:06 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/26/2009 05:24 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Ivan Cantu Started On: 06/26/2009 02:23 PM

Final Approval Date: 06/26/2009

DATE: June 18, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Co. Wide Adm.

2009
Interfund Transfer

ACCOUNT NUMBER: **9-1100-415-00-115-002-0-899**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
9-1239-491-01-000-100-0- 891	Transfers Out-	General Fund	100,000.00
TO:			
9-1100-391-01-000-239-0- 000	Transfers In-	Court Reporter	100,000.00
9-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**100,000.00**

REASON: To fund pending projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-16135 **21.G.1.**

Sheriff Substation Precinct 1 Appropriation

CC REGULAR

Date:	06/30/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Sheriff Substation Precinct 1 (1302):
Approval of 2009 appropriation of funds for Sheriff Substation Precinct 1 (1302) for legal services for the purchase of land in the amount of $1,131.66.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-423-00-280-036-0-719

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation from 1302 fund balance.

Funding available for appropriation as of 6/23/09.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	06/23/2009 01:37 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/25/2009 08:08 AM	APRV
3	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Perla Lopez — Started On: 06/23/2009 10:32 AM

Final Approval Date: 06/26/2009

DATE: June 23, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Sheriff Substation Precinct 1 - Land

AI - 16135

ACCOUNT NUMBER: 9-1302-423-00-280-036-0-719

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1302-423-00-280-036-0-719	Sheriff Substation Pct 1 - Land	$ 1,131.66
	TOTAL BUDGET INCREASE (DECREASE)	**1,131.66**

REASON:
Appropriation of funds for legal services for the purchase of land.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16162 **21.G.2.**

2008 appropriation of revenues and expenditures for Hurricane Dolly emergency expenditures

CC REGULAR

Date:	06/30/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	County Auditor
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Department of Budget and Management (1100):
Approval to appropriate 2008 revenues and expenditures in the amount of $411,098.27 for Hurricane Dolly emergency expenditures as requested by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-XXX-X0-XXX-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriate for actual expenditures incurred in 2008 for Hurricane Dolly and to record estimated revenues.

Attachments

Link: Co. Auditor appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/24/2009 11:28 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 02:01 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2009 08:10 AM	APRV
4	Auditor's Office	Angela Garcia	06/26/2009 05:42 PM	APRV

Form Started By: Sylvia Solis Started On: 06/24/2009 09:12 AM

Final Approval Date: 06/26/2009

DATE: JUNE 23, 2009

DEPARTMENT HEAD: RAYMUNDO EUFRACIO, CPA

DEPARTMENT NAME: AUDITOR'S OFFICE

8-1100-415-00-115-072-0-350

ACCOUNT NUMBER: 8-1100-331-10-000-000-0-000

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-072-0-350	HURRICANE DOLLY-CONTRACTUAL SERVICES	$ 411,098.27
8-1100-331-10-000-000-0-000	FEMA HURRICANE REIMBURSEMENTS REVENUE	411,098.27
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		$ 411,098.27

REASON: TO APPROPRIATE FOR ACTUAL EXPENDITURES INCURRED FOR HURRICANE DOLLY AND TO RECORD ESTIMATED REVENUES.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED: 05/01/2000

BJO

App 411

8.1100 331-10

411

a Check Inquiry - FPIN001A 06/20/2008 11:30 am

Check 01 00300822
Check Date 03-09-2009
Check Amount 548,131.03
Void Period
Void Date
Date Cleared Bank 03-18-2009

Claim No.
Vendor ASHBRITT, INC.
Address 480 S ANDREWS AVE., SUITE 103
POMPANO BEACH FL 33069

Vendor No: 360678
Payment Type: C
Void Flag:
Batch No: 6064

Invoice No	PO No	Quantity	Description	Claim No	1099 Flag	Unit Price	Payment Amount
0802-0104		1	JOB# 0802 HURRICANE DOLL	01109522	NA	411,771.94	411,771.94
0802-0104		1	JOB# 0802 HURRICAN DOLLY	01109522	NA	137,257.31	137,257.31
0802-101		1	JOB# 0802 HURRICAN DOLLY	01109523	NA	898.22-	898.22-

Total **548,131.03**

Account No		Cash Account No	Amount Paid	Amount Liq
9-1100-126-10-000-003-0-000	DUE FROM FEDERAL (	9-1100-101-00-000-000-0-000	411,771.94	.00
9-1100-415-00-115-072-0-350	HURRICANE DOLLY-O	9-1100-101-00-000-000-0-000	136,359.09	.00

6.18.09

Angelica Tapia [1:33 PM]:
in ref to the ck in question by amy, the ones i was talking to u yesterday, adel called me, per ricky, he wants for those item to be je since it covers their materiality range otherwise they wont be able to state that "stmts are free of matrial mistatement"

Angelica Tapia [1:33 PM]:
material not matrial

Becky Luna [1:36 PM]:
okay

Becky Luna [1:36 PM]:
what are the checks for?

Becky Luna [1:37 PM]:
are they for fixed assets?

Angelica Tapia [1:37 PM]:
one is a settlement

Angelica Tapia [1:37 PM]:
no

Angelica Tapia [1:37 PM]:
obj 350 and 890

Angelica Tapia [1:37 PM]:
will ask jen to do th eaje

Becky Luna [1:37 PM]:
ok

COUNTY OF HIDALGO
EDINBURG, TEXAS

FIRST NATIONAL BANK
MEMBER FDIC
88-2141/1140

Check Date	Check No.	Amount
03/09/09	00300822	$548,131.03

VOID AFTER 90 DAYS

was allowed by the Commissioners Court of Hidalgo County, Texas, at its term of Court indicated above, and to be paid out of the

PAY
******548,131 DOLLARS AND 03 CENTS

TO THE ORDER OF
ASHBRITT, INC.
480 S ANDREWS AVE., SUITE 103
POMPANO BEACH FL 33069

NON-NEGOTIABLE COUNTY TREASURER

Witness my hand and seal of said court

NON-NEGOTIABLE COUNTY AUDITOR

Pay the above stated amount to the order of the payee named.

NON-NEGOTIABLE COUNTY CLERK

COPY COPY COPY COPY COPY

DATE	CHECK NO.	VENDOR NO.
03/09/09	00300822	360678

VENDOR: ASHBRITT, INC.

INVOICE	DESCRIPTION	P.O. NUMBER	AMOUNT PAID
0802-0104	JOB# 0802 HURRICANE DOLLY		549,029.25
0802-101	JOB# 0802 HURRICAN DOLLY		-898.22

Account No	Payment Amount Total
9-1100-126-10-000-003-0-000	411,771.94
9-1100-415-00-115-072-0-350	136,359.09

SCANNED
APR 16 2009
INITIALS:

Ven# 360678

AshBritt
Environmental

Invoice No. 0802-0104

INVOICE

Customer
Name: Hidalgo County, Texas
Address: 100 E. Cano, Second Floor
City: Edinburg State TX Zip 77553
Attn: Raul Lozano, Administrative Director

Date: 11/19/2008
Job No: 0802 Desc(1)
Hurricane Dolly
Desc(2)

Qty	Date	Description	Unit	Unit Price	TOTAL
15687.0 15,687.32	8/29/2008 thru 11/5/2008	Tipping Fees - Donna Landfill	TON	$ 35.00	$ 549,029.25

SubTotal $ 549,029.25

TOTAL $ 549,029.25

PAID MAR 0 5 2009

480 South Andrews Ave. Ste 103 Pompano Beach, Fl 33069
Tel 954 545-3535 Fax 954 545-3585

9 8-1100-126-10-000-003-0-000 = $411,771.94
98-1100-415-00-115-072-0-350 = $137,257.31

INVOICE RECEIVED BY: Ray DeLeon on 12/17/08
GOODS/SERVICES RECEIVED BY: Hid. Co on 8/29-11/5/08

Raul Delafino 1/27/2009

Payment Recommendation Report

Wednesday, December 17, 2008

Invoice Header Information

Applicant:	Hidalgo County, Texas	Invoice Number:	0502-104 - Tipping Fees Donna Landfill
Contractor:	AshBritt Inc.	Date of Invoice:	November 19, 2008
Disaster:	Delhi | FEMA-1780-DR	Gross Amount Per Invoice:	$549,029.25
Invoiced Date Range:	From 8/29/2008 To 11/3/2008	Amount Held in Retainage:	$0.00
		Net Amount Invoiced for Payment:	$549,029.25

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
12A	Tipping Fees - Donna Landfill	15,686.55	$35.00	$549,029.25
	Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):			$549,029.25
	Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):			$0.00

Invoice Adjustment Details

Invoiced As '12A - Tipping Fees - Donna Landfill' @ $35.00 Per TON
Received As '12A - Tipping Fees - Donna Landfill' @ $35.00 Per Tons

Ticket-Item	Invoiced Qty	Rate	Invoiced Value	BDR Match	Received Date	Received Qty	Rate	Received Value	Adjustment
5000832-2	16.76	$35.00	$586.60	5000832	10/22/2008	16.76	$35.00	$586.60	$0.00
5001738-2	13.48	$35.00	$471.80	5001738	10/11/2008	13.48	$35.00	$471.80	$0.00
5001817-2	11.29	$35.00	$395.15	5001817	10/17/2008	11.29	$35.00	$395.15	$0.00
5001832-2	18.19	$35.00	$633.60	5001832	10/21/2008	18.19	$35.00	$633.60	$0.00
5001942-2	15.21	$35.00	$532.35	5001942	10/18/2008	15.21	$35.00	$532.35	$0.00
5002054-2	22.66	$35.00	$790.65	5002054	10/06/2008	22.66	$35.00	$790.65	$0.00
5002088-2	8.72	$35.00	$305.20	5002088	10/23/2008	8.72	$35.00	$305.20	$0.00
5002225-2	13.06	$35.00	$457.10	5002225	10/18/2008	13.06	$35.00	$457.10	$0.00

Continued, see additional data through page 3

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Payment Recommendation Report

Wednesday, December 17, 2008

Invoiced As '12A - Tipping Fees - Donna Landfill' @ $35.00 Per TON
Received As '12A - Tipping Fees - Donna Landfill' @ $35.00 Per Tons

Ticket-Item	Invoiced Qty	Rate	Invoiced Value	BDR Match	Received Date	Received Qty	Rate	Received Value	Adjustment
5002372-2	15.16	$35.00	$531.30	5002372	10/21/2008	15.16	$35.00	$531.30	$0.00
5002373-2	16.67	$35.00	$579.95	5002373	10/21/2008	16.67	$35.00	$579.95	$0.00
5012871-2	34.91	$35.00	$1,221.85	5012871	10/23/2008	34.91	$35.00	$1,221.85	$0.00
Section Sub-Totals	$185.93	$35.00	$6,507.55			$185.93	$35.00	$6,507.55	$0.00

Total Invoiced: $6,507.55 Total Received: $6,507.55 Total Adjustment: $0.00

Continued, see additional data through page 3

REQUEST FOR PROPOSAL NO. 28-17
EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form
page 1 of 5

ame of Proposer: AshBritt, Inc.

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the City without markup by the Contractor. Values must be provided for all categories below or Proposer's response may be deemed non-responsive.

Tipping Fees - (pastur

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	**Vegetative Debris Removal** Vegetative Debris removal from public rights-of-way and hauling to TDSR Site or other designated location	CY	$ 8.25
		Ton	$ 56.50
2	**Mixed Debris Removal** Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	$ 8.25
		Ton	$ 56.50
3	**Debris Removal from Drop-off Sites** Debris removal from Drop-off Sites and hauling to TDSR Site or other designated location	CY	$ 8.25
		Ton	$ 56.50
4	**Vegetative Debris Grinding _/a** Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	$ 3.70
		Ton	$ 23.25
5	**C&D Debris Processing _/a** Separation of construction and demolition debris at TDSR Site or other designated location	CY	$ 3.80
		Ton	$ 24.00
6	**Haul-out of Reduced Vegetative Debris** Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site	CY	$ 4.75
		Ton	$ 23.75
7	**Haul-out of Processed C&D Debris** Hauling construction & demolition debris from TDSR Site or other designated location to final disposal site	CY	$ 4.75
		Ton	$ 23.75
8	**Hazardous Stump Removal** Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 25-36 inches (2 feet from ground)	CY	$ 15.00
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	$ 11.00
8C	Diameter of stump >48 inches (2 feet from ground)	CY	$ 11.00
8D	Backfill delivered and placed	CY	$ 21.50
9-10	**Removal of Partially Uprooted or Split Trees (Leaners)** Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	**Partially Uprooted Leaner** - Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	$ 105.00
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$ 210.00

a. Includes the cost for site preparation and management. Vegetative debris grinding and C&D debris processing only would be $1.75 and $1.85 per cubic yard, respectively ($11.00 and $11.75 per ton, respectively).

HIDALGO COUNTY texas

Department of
Budget & Management
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7035
www.co.hidalgo.tx.us

MEMORANDUM

TO: Elizabeth Cano – A/P Supervisor

FROM: Raul Silguero – Chief Administrator

DATE: March 10, 2009

SUBJECT: Credit Reduction

CC: Esther Perez

Please reduce the total amount owed to Ashbritt, Inc. on invoice number 0802-104 by $898.22. We are requesting this action due to recommendations by Beck Disaster our Hurricane Debris Monitors. If not already done so, please reduce the credit amount on the next scheduled payment to Ashbritt Inc. Enclosed please find documentation supporting this request.

For any question, please contact Mr. Rey Salazar at Ext. 5426. Thank You.

RECEIVED
HIDALGO County
MAR

November 29, 2008

Mr. Raul Lozano
Administrative Director
Hidalgo County, Texas
100 E. Cano, Second Floor
Edinburg, TX 78539

Subject: **Recommendation of Payment to AshBritt Environmental, Inc., for Hurricane Debris Removal Services provided for the Period 8/31/2008 to 10/11/2008**

Dear Mr. Lozano:

As requested, Beck Disaster Recovery, Inc. ("BDR") has performed a review of AshBritt Environmental, Inc.,("AshBritt") Invoice No. 0802-101 Hidalgo County for hurricane debris removal services rendered to the Hidalgo County, TX ("County") for the period of August 31, 2008 through October 11, 2008. The services provided during this period were a result of Hurricane Dolly (Federal Disaster DR-1780).

For the purposes of the invoice submitted by AshBritt, BDR has performed a full review of available data. The review involved a comparison of volumes, rates, and ticket level detail recorded in the BDR database to those presented in AshBritt's invoice. Several quality assurance and quality control ("QA/QC") procedures have been performed on BDR's database in order to ensure an accurate data set for use in debris hauler invoice reconciliation.

Based on the reconciliation performed, BDR recommends payment of $252,850.58, less adjustments of $898.22 with no retainage being withheld. Any discrepancies identified between the AshBritt submission and records maintained by BDR have been fully rectified, and BDR recommends that the County remit full payment for the above referenced invoice.

If you should have any questions regarding this invoice, please feel free to call me at your convenience.

Sincerely,

BECK DISASTER RECOVERY, INC.

Oliver Yao
Emergency Management Specialist

Encl.

RECEIVED
HIDALGO COUNTY AUDITOR'S OFFICE

515 N. SAM HOUSTON PARKWAY EAST, SUITE 205, HOUSTON, TX 77060 | 713.737.5763 | 407.803.5701 beckdr.com

Payment Recommendation Report

Tuesday, November 25, 2008

Invoice Header Information

Applicant:	Hidalgo County, Texas	Invoice Number:	0802-101 Hidalgo County
Contractor:	AshBritt Inc.	Date of Invoice:	October 16, 2008
Disaster:	Dolly	FEMA-1780-DR	Gross Amount Per Invoice: $253,748.80
Invoiced Date Range:	From 8/15/2008 To 10/11/2008		Amount Held In Retainage: $0.00
			Net Amount Invoiced for Payment: $253,748.80

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
6A	Match	53,420.80	$4.75	$253,748.80
	Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):			$253,748.80
	Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):			$0.00

Invoice Adjustment Details

Invoiced As '6A - Match' @ $4.75 Per CY
Resolved As '6A - Haulout of Match' @ $4.75 Per Cubic Yards (CY)

Ticket-Item	Invoiced Qty	Rate	Invoiced Value	BDR Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment
5000525-1	88.35	$4.75	$419.66	5000525	09/22/2008	88.35	$4.75	$419.66	($0.00)
5000541-1	88.35	$4.75	$419.66	5000541	09/23/2008	96.00	$4.75	$451.25	($31.59)
5000550-1	99.75	$4.75	$473.81	5000550	09/23/2008	99.00	$4.75	$451.25	$22.56
5001605-1	86.70	$4.75	$411.83	5001605	09/06/2008	79.05	$4.75	$375.49	$36.34
5001686-1	88.35	$4.75	$419.66	5001686	10/03/2008	88.35	$4.75	$419.66	($0.00)
5001736-1	55.10	$4.75	$261.73	5001736	10/11/2008	55.10	$4.75	$261.73	$0.00
5002053-1	88.35	$4.75	$419.66	5002053	10/06/2008	95.00	$4.75	$451.25	($31.59)
5002053-1	95.00	$4.75	$451.25	5002053	10/06/2008	95.00	$4.75	$451.25	$0.00
5002064-1	99.75	$4.75	$473.81	5002064	10/06/2008	99.75	$4.75	$473.81	($0.00)
5002061-1	95.00	$4.75	$451.25	5002061	10/06/2008	95.00	$4.75	$451.25	$0.00
5012503-1	95.00	$4.75	$451.25	5012503	10/01/2008	95.00	$4.75	$451.25	$0.00
Section Sub-Totals	$978.70	$4.75	$4,648.37			$973.08	$4.75	$4,754.35	$898.22
Total Invoiced:	$4,653.57		Total Resolved:	$3,755.35		Total Adjustment:			$898.22

RECEIVED
HIDALGO COUNTY AUDITOR'S OFFICE

Continued, see additional data through page 2

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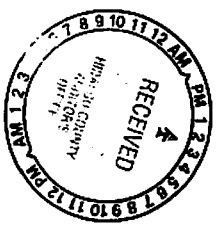
Payment Recommendation Report

Tuesday, November 25, 2008

Final Recap and Recommendation

Gross Amount Per Invoice Cover:	$253,748.80
- Less Electronic Backup Difference:	$0.00
- Less Comparison Adjustments:	$898.22
= Amount Approved Before Retainage:	$252,850.58
Invoice Retainage Amount:	$0.00
Amount Recommended for Payment:	**$252,850.58**



Authorized Beck Disaster Recovery, Inc. Representative

Date of Recommendation

rey salazar

From: Esther Perez [esther.perez@auditor.co.hidalgo.tx.us]
Sent: Monday, March 09, 2009 8:36 AM
To: REY SALAZAR
Subject: FW: Invoice 0802-101

rom: Lucy Quintero [mailto:lucy.quintero@auditor.co.hidalgo.tx.us]
ent: Monday, March 09, 2009 8:34 AM
o: rey.salazar@auditor.co.hidalgo.tx.us
c: esther.perez@auditor.co.hidalgo.tx.us
ubject: FW: Invoice 0802-101

ey, here is the email in reference to the credit we still have with Ashbritt.

rom: Ralph Dahlgren [mailto:ralph@ashbritt.com]
ent: Wednesday, January 21, 2009 1:01 PM
o: 'lucy.quintero@auditor.co.hidalgo.tx.us'
ubject: FW: Invoice 0802-101

rom: Ralph Dahlgren
ent: Wednesday, January 21, 2009 1:47 PM
o: 'rey salazar'
ubject: Invoice 0802-101

ey,

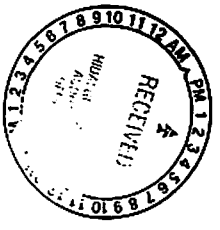
did not have an e-mail address for Lucy but left her a voice mail on the following:

eck Disaster only approved $252,850.58 for invoice 0802-101. Hidalgo County paid AshBritt $253,748.80. There is a difference f $898.22. Please reduce this amount from our next check. Thanks.

alph

o virus found in this outgoing message.
hecked by AVG.
ersion: 7.5.552 / Virus Database: 270.10.10/1904 - Release Date: 1/20/2009 7:49 AM

lo virus found in this outgoing message. Checked by AVG. Version: 7.5.552 / Virus Database: 270.10.10/1904 - Release Date: 1/20/2009 7:49 AM



3/10/2009

Lucy Quintero

From: Ralph Dahlgren [ralph@ashbritt.com]
Sent: Wednesday, January 21, 2009 1:01 PM
To: 'lucy.quintero@auditor.co.hidalgo.tx.us'
Subject: FW: Invoice 0802-101

From: Ralph Dahlgren
Sent: Wednesday, January 21, 2009 1:47 PM
To: 'rey salazar'
Subject: Invoice 0802-101

Rey,

I did not have an e-mail address for Lucy but left her a voice mail on the following:

Beck Disaster only approved $252,850.58 for invoice 0802-101. Hidalgo County paid AshBritt $253,748.80. There is a difference of $898.22. Please reduce this amount from our next check. Thanks.

Ralph

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.552 / Virus Database: 270.10.10/1904 - Release Date: 1/20/2009 7:49 AM

No virus found in this outgoing message. Checked by AVG. Version: 7.5.552 / Virus Database: 270.10.10/1904 - Release Date: 1/20/2009 7:49 AM

3/5/09
pay from ACCT#
9-1100-415-00-115-012-0-350

PAID MAR 0 9 2009

Will have Rey Approve
this credit

Okay to pay & put on Hold MPliz

1

AshBritt Environmental

Invoice No.: 0802-101

Ven# 360678 NA

INVOICE

Client/Applicant

Name: Hidalgo County, Texas
Address: 100 E. Cano, Second Floor
City: Edinburg State: TX Zip: 78539
Attn: Raul Lozano, Administrative Director

Date: 10/16/2008
Job Name: 0802 Desc ①
Event Name: Hurricane Dolly Desc ③
Event Number: FEMA-1780-DR Desc ②

QTY	Period	Contract Item No./Description	UNIT	Unit Price	TOTAL
		Haulout and Disposal of Processed and Reduced Eligible Disaster Debris at DMS to FDS, By Line Item:			
		Program: Debris Outhaul/Disposal Jurisdiction: (All)			
		Contract Service 6A:			
53,420.80	08/15/08	Haulout of reduced Vegetative/Woody debris from Temporary Debris Staging and Reduction Site (TDSRS) or other designated location to Final Disposal Site (FDS).	CY	$ 4.75	$ 253,748.80
		Contract Service 7A:			
0.00	TO	Haulout of reduced processed C&D debris from Temporary Debris Staging and Reduction Site (TDSRS) or other designated location to Final Disposal Site (FDS).	CY	$ 4.75	$ -
	10/11/08	8-1100-415-00-115-072-0-350 = 63,437.20 8-1100-126-10-000-003-0-000 = 190,311.60			
		Note: See attached worksheets for detailed backup of ROW removal, collection and hauling work. Hard/Electronic copies of load tickets are available upon request.			

PAID JAN 0 6 2009

Gross Total: $253,748.80

Incorporated: ☑ Yes ☐ No
FIN or SSN: 65-0364711

Retainage Held (.00): $0.00

Contact: Ralph Dahlgren
Email: rdahlgren@ashbritt.com

Total Net Due: $253,748.80

MPP

Please make check payable to: AshBritt, Inc.

Terms: Net 30

400 South Andrews Ave., Suite 103, Pompano Beach, Florida 33069
Phone: 954 545-3535 Fax: 954 545-3565 Toll Free: 800-244-5094
Email: billing@ashbritt.com | www.ashbritt.com

November 29, 2008

Mr. Raul Lozano
Administrative Director
Hidalgo County, Texas
100 E. Cano, Second Floor
Edinburg, TX 78539

Subject: **Recommendation of Payment to AshBritt Environmental, Inc., for Hurricane Debris Removal Services provided for the Period 8/31/2008 to 10/11/2008**

Dear Mr. Lozano:

As requested, Beck Disaster Recovery, Inc. ("BDR") has performed a review of AshBritt Environmental, Inc.,("AshBritt") Invoice No. 0802-101 Hidalgo County for hurricane debris removal services rendered to the Hidalgo County, TX ("County") for the period of August 31, 2008 through October 11, 2008. The services provided during this period were a result of Hurricane Dolly (Federal Disaster DR-1780).

For the purposes of the invoice submitted by AshBritt, BDR has performed a full review of available data. The review involved a comparison of volumes, rates, and ticket level detail recorded in the BDR database to those presented in AshBritt's invoice. Several quality assurance and quality control ("QA/QC") procedures have been performed on BDR's database in order to ensure an accurate data set for use in debris hauler invoice reconciliation.

Based on the reconciliation performed, BDR recommends payment of $252,850.58, less adjustments of $898.22 with no retainage being withheld. Any discrepancies identified between the AshBritt submission and records maintained by BDR have been fully rectified, and BDR recommends that the County remit full payment for the above referenced invoice.

If you should have any questions regarding this invoice, please feel free to call me at your convenience.

Sincerely,

BECK DISASTER RECOVERY, INC.

Oliver Yao
Emergency Management Specialist

Encl.

8-1100-415-00-115-072-0-350
INVOICE RECEIVED BY:
on 12-02-08
GOODS/SERVICES RECEIVED BY:
on 8/31/08 to 10/11/08
12/11/2008

515 N. SAM HOUSTON PARKWAY EAST, SUITE 205, HOUSTON, TX 77060 t 713.737.5763 f 407.803.5701 beckdr.com

Payment Recommendation Report

Tuesday, November 25, 2008

Invoice Header Information

Applicant:	Hidalgo County, Texas	Invoice Number:	0802-101 Hidalgo County
Contractor:	AshBritt Inc.	Date of Invoice:	October 16, 2008
Disaster:	Dolly | FEMA-1780-DR	Gross Amount Per Invoice:	$253,748.80
Invoiced Date Range:	From 8/15/2008 To 10/11/2008	Amount Held In Retainage:	$0.00
		Net Amount Invoiced for Payment:	$253,748.80

Supporting Electronic Backup Summary

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	Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):			$0.00

Invoice Adjustment Details

Invoiced As '6A - Match' @ $4.75 Per CY
Resolved As '6A - Haulout of Match' @ $4.75 Per Cubic Yards (CY)

Ticket Num	Invoiced Qty	Rate	Invoiced Value	BDR Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment
5000525-1	88.35	$4.75	$419.66	5000525	09/22/2008	88.35	$4.75	$419.66	($0.00)
5000541-1	88.35	$4.75	$419.66	5000541	09/23/2008	95.00	$4.75	$451.25	($31.59)
5000560-1	99.75	$4.75	$473.81	5000560	09/26/2008	95.00	$4.75	$451.25	$22.56
5001605-1	88.70	$4.75	$411.83	5001605	09/06/2008	79.05	$4.75	$375.49	$36.34
5001685-1	88.35	$4.75	$419.66	5001685	10/09/2008	88.35	$4.75	$419.66	($0.00)
5001736-1	55.10	$4.75	$261.73	5001736	10/11/2008	55.10	$4.75	$261.73	$0.00
5002053-1	88.35	$4.75	$419.66	5002053	10/06/2008	95.00	$4.75	$451.25	($31.59)
5002053-1	95.00	$4.75	$451.25	5002053	10/06/2008	95.00	$4.75	$0.00	$451.25
5002054-1	99.75	$4.75	$473.81	5002054	10/06/2008	99.75	$4.75	$473.81	($0.00)
5002061-1	95.00	$4.75	$451.25	5002061	10/06/2008	88.35	$4.75	$0.00	$451.25
5012503-1	95.00	$4.75	$451.25	5012503	10/01/2008	95.00	$4.75	$451.25	$0.00
Section Sub-Totals	$970.70	$4.75	$4,653.57			$973.85	$4.75	$3,755.35	$898.22
Total Invoiced:	$4,653.57		Total Resolved:		$3,755.35		Total Adjustment:		$898.22

Continued, see additional data through page 2

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9/17/2008	Donna Landfill	5000248	537543	7296	83.70	18.02	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	630.70
9/17/2008	Donna Landfill	5000246	537421	7296	88.40	19.66	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	688.10
9/17/2008	Donna Landfill	5000245	537303	7296	88.40	19.34	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	676.90
9/17/2008	Donna Landfill	5000247	537458	7296	88.40	18.08	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	632.10
9/18/2008	Donna Landfill	5001271	537891	7296	83.70	17.39	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	608.65
9/18/2008	Donna Landfill	5000597	537710	7296	88.40	19.35	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	677.25
9/18/2008	Donna Landfill	5000249	537571	7296	88.40	19.33	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	676.55
9/18/2008	Donna Landfill	5000598	537640	7296	88.40	21.18	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	741.30
9/18/2008	Donna Landfill	5000599	537766	7296	88.40	19.39	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	678.65
9/18/2008	Donna Landfill	5000599	537839	7296	88.40	20.16	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	705.60
9/19/2008	Donna Landfill	5000254	538166	7296	83.70	15.81	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	553.35
9/19/2008	Donna Landfill	5001274	538026	7296	88.40	19.45	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	680.75
9/19/2008	Donna Landfill	5001273	537957	7296	88.40	19.31	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	675.85
9/19/2008	Donna Landfill	5001272	537894	7296	88.40	18.74	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	655.90
9/19/2008	Donna Landfill	5000253	538091	7296	88.40	18.81	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	658.35
9/19/2008	Donna Landfill	5000255	538233	7296	88.40	20.15	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	705.25
9/20/2008	Donna Landfill	5000256	538236	7296	88.40	20.24	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	708.40
9/20/2008	Donna Landfill	5000261	538375	7427	99.80	19.77	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	691.95
9/20/2008	Donna Landfill	5000262	538400	7426	95.00	19.60	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	686.00
9/20/2008	Donna Landfill	5000279	538364	7296	88.40	17.78	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	622.30
9/20/2008	Donna Landfill	5000277	538351	7427	99.80	22.25	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	778.75
9/20/2008	Donna Landfill	5000260	538355	7426	95.00	20.73	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	725.55
9/20/2008	Donna Landfill	5000278	538314	7296	88.40	17.40	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	609.00
9/20/2008	Donna Landfill	5000276	538310	7426	95.00	22.73	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	795.55
9/20/2008	Donna Landfill	5000265	538408	7426	95.00	19.21	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	672.35
9/20/2008	Donna Landfill	5000264	538405	7427	99.80	18.73	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	655.55
9/20/2008	Donna Landfill	5000275	538269	7296	88.40	17.60	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	616.00
9/20/2008	Donna Landfill	5000263	538403	7296	83.70	18.10	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	633.50
9/21/2008	Donna Landfill	5000293	538434	7427	99.80	24.59	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	860.65
9/21/2008	Donna Landfill	5000296	538438	7427	99.80	23.27	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	814.45
9/21/2008	Donna Landfill	5000293	538445	7426	95.00	22.10	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	773.50
9/21/2008	Donna Landfill	5000268	538412	7426	95.00	19.24	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	673.40
9/21/2008	Donna Landfill	5000294	538436	7296	88.40	21.21	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	742.35
9/21/2008	Donna Landfill	5000269	538420	7426	95.00	19.78	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	692.30
9/21/2008	Donna Landfill	5000292	538429	7426	95.00	22.49	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	787.15
9/21/2008	Donna Landfill	5000290	538422	7427	99.80	22.56	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	790.30
9/21/2008	Donna Landfill	5000295	538437	7426	95.00	23.29	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	815.15
9/21/2008	Donna Landfill	5000297	538442	7296	83.40	19.80	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	693.00
9/21/2008	Donna Landfill	5000299	538448	7427	99.80	21.91	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	766.85
9/21/2008	Donna Landfill	5000266	538414	7296	88.40	18.55	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	650.30
9/21/2008	Donna Landfill	5000287	538413	7427	99.80	19.81	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	693.35
9/21/2008	Donna Landfill	5000291	538429	7296	88.40	20.76	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	727.30
9/22/2008	Donna Landfill	5000536	538660	7426	95.00	17.40	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	609.00
9/22/2008	Donna Landfill	5000532	538568	7426	95.00	17.52	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	613.20
9/22/2008	Donna Landfill	5000534	538601	7427	99.80	19.05	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	664.75
9/22/2008	Donna Landfill	5000537	538660	7427	99.80	20.43	@ Site 1 TDSRS	1	105	95	Mulch	$	35.00	$	715.05
9/22/2008	Donna Landfill	5000533	538583	7296	88.40	21.20	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	742.00
9/22/2008	Donna Landfill	5000535	538619	7426	95.00	20.81	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	731.65
9/22/2008	Donna Landfill	5000528	538499	7427	99.80	19.76	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	691.60
9/22/2008	Donna Landfill	5000531	538565	7427	99.80	19.54	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	683.90

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3/5/09 AIP Ralph
tru Tons is the weight of the truck w/ materials.

TONS X 35# = TOTAL

TicketDate	Destination	TicketNumber	ReferenceNum	TruckNumber	CYD	Tons	LoadOrigin	SectionArea	Capacity	PercentFull	Materials		Rate		Total
8/29/2008	Donna Landfill	5002000	533271	7295	101.70	19.77	@ San Juan Site	San Juan	113	90%	Mulch	$	35.00	$	691.95
8/29/2008	Donna Landfill	5000366	533231	7296	88.40	22.44	@ Site 1 TDSRS	1	93	95	Mulch	$	35.00	$	785.40
8/29/2008	Donna Landfill	5002001	533280	7295	96.90	18.33	@ San Juan Site	San Juan	102	95	Mulch	$	35.00	$	641.55
8/30/2008	Donna Landfill	5002004	533286	7295	91.80	18.18	@ San Juan Site	2	102	90	Mulch	$	35.00	$	636.30
8/30/2008	Donna Landfill	5002005	533322	7296	90.40	20.04	@ San Juan Site	2	113	80	Mulch	$	35.00	$	701.40
8/30/2008	Donna Landfill	5002006	533337	7296	88.40	17.42	@ San Juan Site	2	93	95	Mulch	$	35.00	$	609.70
8/30/2008	Donna Landfill	5002007	533342	7295	91.80	18.65	@ San Juan Site	2	102	90	Mulch	$	35.00	$	652.75
8/30/2008	Donna Landfill	5002006	533367	7296	101.70	21.94	@ San Juan Site	2	113	90	Mulch	$	35.00	$	767.90
8/30/2008	Donna Landfill	5002009	533382	7296	88.40	18.56	@ San Juan Site	2	93	95	Mulch	$	35.00	$	649.60
8/30/2008	Donna Landfill	5002002	533284	7296	83.70	17.15	@ San Juan Site	2	93	90	Mulch	$	35.00	$	600.25
8/30/2008	Donna Landfill	5002010	533400	7295	96.90	19.17	@ San Juan Site	2	102	95	Mulch	$	35.00	$	670.95
8/30/2008	Donna Landfill	5002011	533414	7296	84.80	14.26	@ San Juan Site	2	113	75	Mulch	$	35.00	$	499.10
8/30/2008	Donna Landfill	5002003	533265	7296	101.70	19.13	@ San Juan Site	2	113	90	Mulch	$	35.00	$	669.55
9/1/2008	Donna Landfill	5000374	533509	7295	91.80	12.65	@ San Juan Site	San Juan	102	90	Mulch	$	35.00	$	442.75
9/1/2008	Donna Landfill	5002022	533452	7295	96.90	17.65	@ San Juan Site	San Juan	102	95	Mulch	$	35.00	$	617.75
9/1/2008	Donna Landfill	5000661	533600	7296	88.40	20.04	@ San Juan Site	San Juan	93	95	Mulch	$	35.00	$	701.40
9/1/2008	Donna Landfill	5000373	533577	7296	101.70	16.84	@ San Juan Site	San Juan	113	80	Mulch	$	35.00	$	589.40
9/1/2008	Donna Landfill	5000662	533618	7296	101.70	19.39	@ San Juan Site	San Juan	113	90	Mulch	$	35.00	$	678.65
9/1/2008	Donna Landfill	5000663	533626	7295	91.80	18.46	@ San Juan Site	San Juan	102	90	Mulch	$	35.00	$	646.10
9/1/2008	Donna Landfill	5002023	533457	7296	107.40	23.00	@ San Juan Site	San Juan	113	95	Mulch	$	35.00	$	805.00
9/1/2008	Donna Landfill	5002024	533482	7296	83.70	13.31	@ San Juan Site	San Juan	93	90	Mulch	$	35.00	$	465.85
9/1/2008	Donna Landfill	5002007	533492	7295	86.70	14.45	@ San Juan Site	San Juan	102	85	Mulch	$	35.00	$	505.75
9/1/2008	Donna Landfill	5000369	533524	7296	88.40	13.74	@ San Juan Site	San Juan	93	95	Mulch	$	35.00	$	480.90
9/1/2008	Donna Landfill	5000368	533498	7296	90.40	15.39	@ San Juan Site	San Juan	113	80	Mulch	$	35.00	$	538.65
9/1/2008	Donna Landfill	5000370	533537	7296	101.70	18.50	@ San Juan Site	San Juan	113	90	Mulch	$	35.00	$	649.80
9/1/2008	Donna Landfill	5000371	533544	7295	96.90	15.36	@ San Juan Site	San Juan	102	95	Mulch	$	35.00	$	538.30
9/1/2008	Donna Landfill	5000372	533568	7296	83.70	15.30	@ San Juan Site	San Juan	93	90	Mulch	$	35.00	$	535.50
9/1/2008	Donna Landfill	5002021	533448	7296	88.40	18.50	@ San Juan Site	San Juan	93	95	Mulch	$	35.00	$	647.50
9/2/2008	Donna Landfill	5000664	533634	7296	88.40	24.35	@ San Juan Site	San Juan	93	95	Mulch	$	35.00	$	852.25
9/5/2008	Donna Landfill	5001002	534929	7296	88.40	25.03	@ San Juan Site	San Juan	93	95	Mulch	$	35.00	$	897.05
9/5/2008	Donna Landfill	5001805	534971	7295	86.70	22.67	@ San Juan Site	San Juan	102	85	Mulch	$	35.00	$	793.45
9/6/2008	Donna Landfill	5000681	535282	7296	69.80	15.30	@ San Juan Site	San Juan	93	75	Mulch	$	35.00	$	535.50
9/6/2008	Donna Landfill	5000675	535128	7296	79.10	25.52	@ San Juan Site	San Juan	93	85	Mulch	$	35.00	$	893.20
9/8/2008	Donna Landfill	5000198	535048	7296	88.40	27.32	@ San Juan Site	San Juan	93	95	Mulch	$	35.00	$	956.20
9/9/2008	Donna Landfill	5000685	535544	13029	88.40	11.83	@ San Juan Site	San Juan	73	80	Mulch	$	35.00	$	414.05
9/9/2008	Donna Landfill	5000686	535546	13030	49.30	7.96	@ San Juan Site	San Juan	58	85	Mulch	$	35.00	$	278.60
9/12/2008	Donna Landfill	5000236	536478	7296	83.70	13.06	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	457.10
9/12/2008	Donna Landfill	5000233	536397	7296	88.40	13.45	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	470.75
9/12/2008	Donna Landfill	5000237	536541	7296	88.40	13.95	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	488.25
9/12/2008	Donna Landfill	5000238	536577	7296	88.40	14.53	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	508.55
9/12/2008	Donna Landfill	5000234	536321	7296	83.70	12.87	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	450.45
9/13/2008	Donna Landfill	5000239	536601	7296	83.70	15.09	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	564.15
9/13/2008	Donna Landfill	5000240	536682	7296	88.40	15.67	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	548.45
9/13/2008	Donna Landfill	5000242	536727	7296	83.70	13.73	@ Site 3 TDSRS	3	93	90	Mulch	$	35.00	$	480.55
9/15/2008	Donna Landfill	5000243	536765	7296	88.40	17.53	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	613.55
9/16/2008	Donna Landfill	5000250	537175	7296	88.40	17.86	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	625.10
9/16/2008	Donna Landfill	5000252	537263	7295	89.40	17.47	@ Site 3 TDSRS	3	93	96	Mulch	$	35.00	$	611.45
9/16/2008	Donna Landfill	5000244	537090	7296	88.40	18.11	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	633.85
9/16/2008	Donna Landfill	5000251	537236	7296	88.40	20.14	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	704.90

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9/29/2006	Donna Land58	5000563	540304	7426	95.00	18.08	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	632.80
9/29/2006	Donna Land58	5000565	540226	7296	88.40	19.14	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	669.90
9/29/2006	Donna Land58	5000567	540248	7427	99.80	18.07	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	632.45
9/29/2006	Donna Land58	5001625	540435	7426	95.00	17.80	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	623.00
9/29/2006	Donna Land58	5000566	540297	7296	88.40	20.21	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	707.35
9/29/2006	Donna Land58	5000574	540429	7296	88.40	19.40	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	679.00
9/29/2006	Donna Land58	5000573	540400	7427	99.80	19.30	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	675.50
9/29/2006	Donna Land58	5000562	540157	7296	88.40	16.79	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	587.65
9/29/2006	Donna Land58	5000570	540316	7427	99.80	21.40	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	749.00
9/29/2006	Donna Land58	5000571	540372	7296	88.40	19.79	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	692.65
9/29/2006	Donna Land23	5000560	540132	7426	95.00	17.65	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	625.80
9/30/2006	Donna Land58	5001627	540455	7296	88.40	18.62	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	651.70
9/30/2006	Donna Land58	5012555	540812	7426	95.00	17.12	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	599.20
9/30/2006	Donna Land58	5012556	540830	7296	88.40	19.95	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	698.25
9/30/2006	Donna Land58	5001628	540450	7426	95.00	17.83	@ Site 3 TDSRS	2	100	95	Mulch	$	35.00	$	624.05
9/30/2006	Donna Land58	5012564	540841	7426	95.00	15.41	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	539.35
9/30/2006	Donna Land58	5012561	540530	7426	95.00	16.46	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	576.10
9/30/2006	Donna Land58	5012553	540542	7296	88.40	16.36	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	572.00
9/30/2006	Donna Land58	5001629	540449	7427	99.80	17.32	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	606.20
9/30/2006	Donna Land58	5012559	540759	7296	88.40	18.34	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	676.90
9/30/2006	Donna Land58	5012551	540782	7426	95.00	16.48	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	576.80
9/30/2006	Donna Land58	5012550	540522	7427	99.80	18.12	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	634.20
9/30/2006	Donna Land58	5012557	540879	7427	99.80	22.61	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	791.35
9/30/2006	Donna Land58	5012554	540597	7427	99.80	19.82	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	693.70
9/30/2006	Donna Land58	5012558	540839	7426	95.00	19.36	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	677.60
9/30/2006	Donna Land58	5012562	540827	7296	88.40	16.92	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	592.20
9/30/2006	Donna Land58	5012563	540836	7427	99.80	17.29	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	605.15
9/30/2006	Donna Land58	5012560	540758	7427	99.80	17.30	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	605.50
10/1/2006	Donna Land58	5012507	541048	7427	99.80	18.24	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	638.40
10/1/2006	Donna Land58	5012502	540924	7296	88.40	20.42	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	714.70
10/1/2006	Donna Land58	5012514	541218	7296	88.40	19.12	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	669.20
10/1/2006	Donna Land58	5012501	540911	7427	99.80	20.25	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	708.80
10/1/2006	Donna Land58	5012504	540979	7427	99.80	18.25	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	638.75
10/1/2006	Donna Land58	5012513	541192	7427	99.80	20.76	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	726.60
10/1/2006	Donna Land58	5012565	540855	7296	88.40	18.46	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	646.10
10/1/2006	Donna Land58	5012503	541119	7426	95.00	17.79	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	622.65
10/1/2006	Donna Land58	5012566	540950	7427	99.80	17.94	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	627.90
10/1/2006	Donna Land58	5012512	541150	7426	95.00	18.61	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	651.35
10/1/2006	Donna Land58	5012506	541040	7426	95.00	18.65	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	653.10
10/1/2006	Donna Land58	5012567	540852	7426	95.00	18.22	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	637.70
10/1/2006	Donna Land58	5012510	541128	7427	99.80	19.90	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	696.50
10/1/2006	Donna Land58	5012503	540974	7426	95.00	20.90	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	731.50
10/1/2006	Donna Land58	5012511	541150	7296	88.40	27.13	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	949.55
10/1/2006	Donna Land58	5012505	540997	7296	88.40	19.07	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	667.45
10/1/2006	Donna Land58	5012508	541068	7296	88.40	18.94	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	662.90
10/1/2006	Donna Land20	5012500	540885	7426	95.00	19.31	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	675.85
10/2/2006	Donna Land58	5012515	541429	7426	95.00	16.09	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	563.15
10/2/2006	Donna Land58	5012521	541346	7296	88.40	23.32	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	816.20
10/2/2006	Donna Land58	5012519	541301	7296	88.40	25.71	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	899.85
10/2/2006	Donna Land58	5012523	541419	7427	99.80	25.95	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	908.25

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9/22/2006	Donna Land58	5000536	538651	7296	88.40	17.60	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	623.00
9/22/2006	Donna Land58	5000538	538708	7296	88.40	17.24	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	603.40
9/22/2006	Donna Land58	5000540	538712	7427	99.80	20.36	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	712.00
9/22/2006	Donna Land58	5000526	538450	7426	95.00	18.28	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	639.80
9/22/2006	Donna Land58	5000527	538449	7427	99.80	19.89	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	696.15
9/22/2006	Donna Land58	5000525	538452	7296	88.40	18.49	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	647.15
9/22/2006	Donna Land58	5000530	538527	7296	88.40	17.11	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	598.85
9/22/2006	Donna Land58	5000529	538510	7426	95.00	17.33	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	606.55
9/23/2006	Donna Land58	5000541	538725	7296	88.40	19.48	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	681.80
9/23/2006	Donna Land58	5000542	538724	7427	99.80	21.96	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	769.30
9/23/2006	Donna Land23	5012575	538225	7427	99.80	20.60	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	721.00
9/23/2006	Donna Land58	5012576	539023	7426	95.00	20.02	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	700.70
9/23/2006	Donna Land58	5012577	539007	7427	99.80	20.78	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	727.30
9/23/2006	Donna Land58	5012578	539006	7426	95.00	18.77	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	656.95
9/24/2006	Donna Land58	5000576	539150	7426	95.00	17.10	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	598.50
9/24/2006	Donna Land58	5000577	539204	7427	99.80	18.63	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	652.05
9/24/2006	Donna Land58	5000580	539294	7426	95.00	19.13	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	669.55
9/24/2006	Donna Land58	5000575	539141	7427	99.80	17.49	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	612.15
9/24/2006	Donna Land58	5000579	539262	7427	99.80	21.07	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	737.45
9/24/2006	Donna Land58	5000578	539214	7426	95.00	22.71	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	794.85
9/25/2006	Donna Land23	5000585	539486	7427	99.80	17.76	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	621.60
9/25/2006	Donna Land58	5000588	539606	7426	95.00	16.72	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	585.20
9/25/2006	Donna Land58	5000582	539346	7426	95.00	18.92	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	664.65
9/25/2006	Donna Land23	5000584	539421	7426	95.00	17.89	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	626.15
9/25/2006	Donna Land58	5000583	539419	7427	99.80	17.54	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	613.90
9/25/2006	Donna Land58	5000581	539345	7427	99.80	19.43	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	680.05
9/25/2006	Donna Land58	5000593	539649	7296	88.40	18.24	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	638.40
9/25/2006	Donna Land58	5000591	539622	7427	99.80	16.81	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	588.35
9/25/2006	Donna Land58	5000589	539564	7426	95.00	16.42	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	574.70
9/25/2006	Donna Land58	5000592	539637	7426	95.00	16.78	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	587.30
9/25/2006	Donna Land58	5000568	539544	7427	99.80	17.63	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	617.05
9/25/2006	Donna Land58	5000587	539514	7296	88.40	18.07	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	632.45
9/25/2006	Donna Land58	5000590	539587	7296	88.40	18.45	@ Site 3 TDSRS	3	93	95	Mulch	$	35.00	$	645.75
9/27/2006	Donna Land58	5000553	540068	7427	99.80	18.07	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	632.45
9/27/2006	Donna Land58	5000598	540024	7427	99.80	19.92	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	697.20
9/27/2006	Donna Land58	5000599	540118	7427	99.80	18.86	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	660.10
9/27/2006	Donna Land58	5000597	540101	7427	99.80	19.05	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	667.80
9/27/2006	Donna Land58	5000596	540110	7426	95.00	17.16	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	600.60
9/27/2006	Donna Land58	5000595	539958	7427	99.80	17.46	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	611.10
9/27/2006	Donna Land58	5000507	539999	7426	95.00	17.39	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	608.65
9/27/2006	Donna Land58	5000594	539936	7427	99.80	16.68	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	583.80
9/27/2006	Donna Land53	5000593	540040	7426	95.00	20.90	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	731.50
9/27/2006	Donna Land23	5000556	540064	7426	95.00	19.35	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	677.25
9/27/2006	Donna Land58	5000600	539953	7426	95.00	14.91	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	521.85
9/29/2006	Donna Land58	5000563	540178	7426	95.00	17.02	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	595.70
9/29/2006	Donna Land23	5000564	540196	7427	99.80	19.99	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	699.65
9/29/2006	Donna Land58	5000561	540133	7427	99.80	17.63	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	617.05
9/29/2006	Donna Land58	5001626	540439	7427	99.80	17.02	@ Site 3 TDSRS	3	105	95	Mulch	$	35.00	$	595.70
9/29/2006	Donna Land58	5000586	540233	7426	95.00	19.61	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	686.35
9/29/2006	Donna Land58	5000572	540368	7426	95.00	20.10	@ Site 3 TDSRS	3	100	95	Mulch	$	35.00	$	700.30

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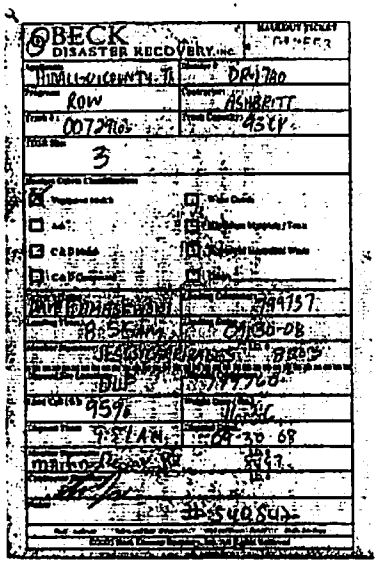

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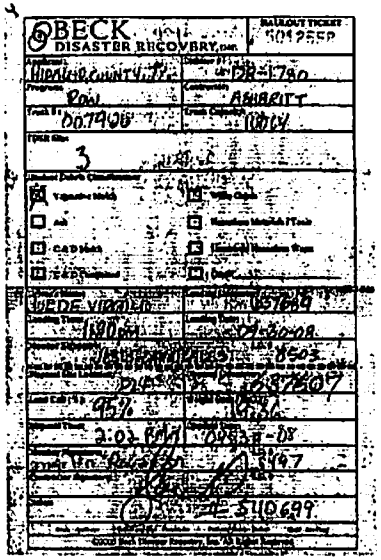

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10/6/2008	Donna Landfill	5002059	542229	7427	99 80	20 03	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	701 05
10/6/2008	Donna Landfill	5002065	542343	7427	99 80	20 52	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	718 20
10/6/2008	Donna Landfill	5002067	542366	7296	88 40	20 58	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	720 30
10/6/2008 ✓	Donna Landfill	5002052 ✓	542121	7296	88 40 ✓	20 25 ✓	@ Site 2 TDSRS	2	93 ✓	95 ✓	Mulch ✓	$	35 00	$	708 75
10/6/2008	Donna Landfill	5002063	542292	7426	95 00	19 80	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	693 00
10/6/2008	Donna Landfill	5012707	542056	7296	88 40	19 40	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	679 00
10/6/2008	Donna Landfill	5002057	542177	7426	95 00	19 17	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	670 95
10/6/2008	Donna Landfill	5002069	542396	7427	99 80	16 66	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	583 10
10/6/2008 ✓	Donna Landfill	5002056 ✓	542155	7296	88 40 ✓	20 77 ✓	@ Site 2 TDSRS	2	93 ✓	95 ✓	Mulch ✓	$	35 00	$	726 95
10/6/2008	Donna Landfill	5002062	542283	7427	99 80	19 73	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	690 55
10/6/2008	Donna Landfill	5002050	542072	7427	99 80	24 77	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	866 95
10/6/2008	Donna Landfill	5002064	542304	7296	88 40	19 57	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	684 95
10/6/2008	Donna Landfill	5002066	542169	7427	99 80	22 04	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	771 40
10/6/2008	Donna Landfill	5002068	542353	7426	95 00	19 82	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	693 70
10/6/2008	Donna Landfill	5002060	542227	7426	95 00	19 23	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	673 05
10/6/2008	Donna Landfill	5002053	542121	7426	95 00	23 56	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	824 60
10/7/2008	Donna Landfill	5012790	542502	7296	88 40	21 03	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	736 05
10/7/2008	Donna Landfill	5012747	542454	7296	88 40	20 24	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	708 40
10/7/2008 ✓	Donna Landfill	5012796 ✓	542677	7296	88 40 ✓	22 33 ✓	@ Site 2 TDSRS	2	93 ✓	95 ✓	Mulch ✓	$	35 00	$	783 30
10/7/2008	Donna Landfill	5012799	542660	7427	99 80	21 35	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	747 25
10/7/2008	Donna Landfill	5012757	542730	7426	95 00	22 78	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	796 60
10/7/2008	Donna Landfill	5002074	542433	7427	99 80	20 36	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	712 60
10/7/2008	Donna Landfill	5012793	542575	7427	99 80	22 61	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	791 35
10/7/2008	Donna Landfill	5002072	542400	7427	99 80	18 69	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	654 15
10/7/2008	Donna Landfill	5012794	542600	7426	95 00	19 04	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	666 40
10/7/2008	Donna Landfill	5012795	542607	7296	88 40	21 71	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	759 85
10/7/2008	Donna Landfill	5012749	542490	7426	95 00	21 19	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	741 65
10/7/2008	Donna Landfill	5012758	542733	7296	88 40	23 59	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	825 65
10/7/2008	Donna Landfill	5002073	542406	7296	88 40	20 97	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	733 95
10/7/2008	Donna Landfill	5012797	542601	7426	95 00	19 83	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	696 15
10/7/2008 ✓	Donna Landfill	5012790 ✓	542617	7427	99 80 ✓	22 07 ✓	@ Site 2 TDSRS	2	105 ✓	95 ✓	Mulch ✓	$	35 00	$	772 45
10/7/2008	Donna Landfill	5012792	542569	7296	88 40	20 06	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	702 80
10/7/2008	Donna Landfill	5012748	542485	7427	99 80	22 86	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	800 10
10/7/2008	Donna Landfill	5012750	542731	7427	99 80	21 63	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	757 05
10/7/2008	Donna Landfill	5012791	542548	7426	95 00	19 68	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	688 80
10/7/2008	Donna Landfill	5012746	542447	7426	95 00	19 58	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	685 30
10/7/2008	Donna Landfill	5002071	542401	7426	95 00	20 42	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	714 70
10/8/2008	Donna Landfill	5012787	542975	7426	95 00	19 94	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	697 90
10/8/2008	Donna Landfill	5012766 ✓	542962	7427	99 80 ✓	21 46 ✓	@ Site 5 TDSRS	1	105 ✓	95 ✓	Mulch ✓	$	35 00	$	751 10
10/8/2008	Donna Landfill	5001875	543134	7426	95 00	17 73	@ Site 5 TDSRS	1	100	95	Mulch	$	35 00	$	620 55
10/8/2008	Donna Landfill	5012770	543040	7426	95 00	18 43	@ Site 5 TDSRS	San Juan	100	95	Mulch	$	35 00	$	645 05
10/8/2008	Donna Landfill	5012769	543025	7427	99 80	21 51	@ Site 5 TDSRS	1	105	95	Mulch	$	35 00	$	752 85
10/8/2008	Donna Landfill	5012763	542922	7427	99 80	22 53	@ Site 5 TDSRS	1	105	95	Mulch	$	35 00	$	788 55
10/8/2008 ✓	Donna Landfill	5012765 ✓	543018	7296	88 40 ✓	21 61 ·	@ Site 5 TDSRS	San Juan	93 ✓	95 ✓	Mulch ✓	$	35 00	$	756 35
10/8/2008	Donna Landfill	5012762	542917	7296	88 40 ✓	21 62 ✓	@ Site 5 TDSRS	1	93	95	Mulch	$	35 00	$	756 70
10/8/2008	Donna Landfill	5012760	542975	7427	99 80	20 39	@ Site 5 TDSRS	1	105	95	Mulch	$	35 00	$	713 65
10/8/2008	Donna Landfill	5012761	542976	7426	95 00	18 72	@ Site 5 TDSRS	1	100	95	Mulch	$	35 00	$	655 20
10/8/2008 ✓	Donna Landfill	5012774 ✓	543123	7427	99 80 ✓	21 97 ✓	@ Site 5 TDSRS	1	105 ✓	95 ✓	Mulch ✓	$	35 00	$	768 95
10/8/2008	Donna Landfill	5012771	543000	7427	99 80	21 39	@ Site 5 TDSRS	1	105	95	Mulch	$	35 00	$	748 65
10/8/2008	Donna Landfill	5012764	542929	7426	95 00	19 54	@ Site 5 TDSRS	1	100	95	Mulch	$	35 00	$	683 90

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10/2/2008	Donna Landfill	5012517	541230	7296	88 40	22 01	@ Site 3 TDSRS	3	93	95	Mulch	$	35 00	$	770 35
10/2/2008	Donna Landfill	5012520	541349	7427	99 80	26 31	@ Site 3 TDSRS	3	105	95	Mulch	$	35 00	$	920 85
10/2/2008	Donna Landfill	5012518	541264	7427	99 80	20 58	@ Site 3 TDSRS	3	105	95	Mulch	$	35 00	$	720 30
10/2/2008	Donna Landfill	5012745	541559	7426	95 00	20 07	@ Site 3 TDSRS	3	100	95	Mulch	$	35 00	$	702 45
10/2/2008	Donna Landfill	5012742	541495	7427	99 80	36 63	@ Site 3 TDSRS	3	105	95	Mulch	$	35 00	$	1,280 80
10/2/2008 ✓	Donna Landfill	5012524 ✓	541482	7296	88 40	28 76 ✓	@ Site 3 TDSRS	3	93 ✓	95 ✓	Mulch ✓	$	35 00	$	1,006 60
10/2/2008	Donna Landfill	5012522	541339	7296	88 40	30 80	@ Site 3 TDSRS	3	93	95	Mulch	$	35 00	$	1,078 00
10/2/2008	Donna Landfill	5012516	541227	7427	99 80	16 16	@ Site 3 TDSRS	3	105	95	Mulch	$	35 00	$	565 60
10/2/2008	Donna Landfill	5012743	541507	7426	95 00	30 51	@ Site 3 TDSRS	3	100	95	Mulch	$	35 00	$	1,067 85
10/2/2008	Donna Landfill	5012744	541558	7427	99 80	20 62	@ Site 3 TDSRS	3	105	95	Mulch	$	35 00	$	721 70
10/3/2008	Donna Landfill	5012605	541656	7296	88 40	17 64	@ Site 3 TDSRS	2	93	95	Mulch	$	35 00	$	617 40
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10/3/2008 ✓	Donna Landfill	5000449 ✓	541794	7296	88 40 ✓	17 29 ✓	@ Site 2 TDSRS	2	93 ✓	95 ✓	Mulch ✓	$	35 00	$	605 15
10/3/2008	Donna Landfill	5000440	541612	7296	88 40	17 95	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	628 25
10/3/2008	Donna Landfill	5000448	541792	7426	95 00	20 02	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	700 70
10/3/2008	Donna Landfill	5000443	541682	7426	95 00	19 48	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	681 10
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10/3/2008	Donna Landfill	5012608	541908	7427	99 80	18 75	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	656 25
10/3/2008 ✓	Donna Landfill	5012607 ✓	541907	7426	95 00 ✓	17 01 ✓	@ Site 2 TDSRS	2	100 ✓	95 ✓	Mulch ✓	$	35 00	$	595 35
10/3/2008	Donna Landfill	5012603	541854	7427	99 80	17 23	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	603 05
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10/4/2008	Donna Landfill	5012574	541994	7427	99 80	18 36	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	642 60
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10/4/2008	Donna Landfill	5012568	541933	7427	99 80	18 69	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	654 15
10/4/2008	Donna Landfill	5012704	542020	7296	88 40	16 22	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	567 70
10/4/2008 ✓	Donna Landfill	5012572 ✓	541966	7426	90 00 ✓	16 50 ✓	@ Site 2 TDSRS	2	100 ✓	90 ✓	Mulch ✓	$	35 00	$	577 50
10/4/2008	Donna Landfill	5012705	542046	7426	95 00	17 43	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	610 05
10/4/2008	Donna Landfill	5012700	541999	7426	90 00	16 49	@ Site 2 TDSRS	2	100	90	Mulch	$	35 00	$	577 15
10/5/2008	Donna Landfill	5002054	542108	7427	99 80	22 59	@ Site 2 TDSRS	2	105	95	Mulch	$	35 00	$	790 65
10/6/2008	Donna Landfill	5002058	542293	7426	95 00	17 46	@ Site 2 TDSRS	2	100	95	Mulch	$	35 00	$	611 10
10/6/2008	Donna Landfill	5002061	542227	7296	88 40	18 39	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	643 65
10/6/2008 ✓	Donna Landfill	5002051 ✓	542078	7426	95 00 ✓	22 36 ✓	@ Site 2 TDSRS	2	100 ✓	95 ✓	Mulch ✓	$	35 00	$	782 60
10/6/2008	Donna Landfill	5002070	542397	7296	88 40	18 92	@ Site 2 TDSRS	2	93	95	Mulch	$	35 00	$	662 20
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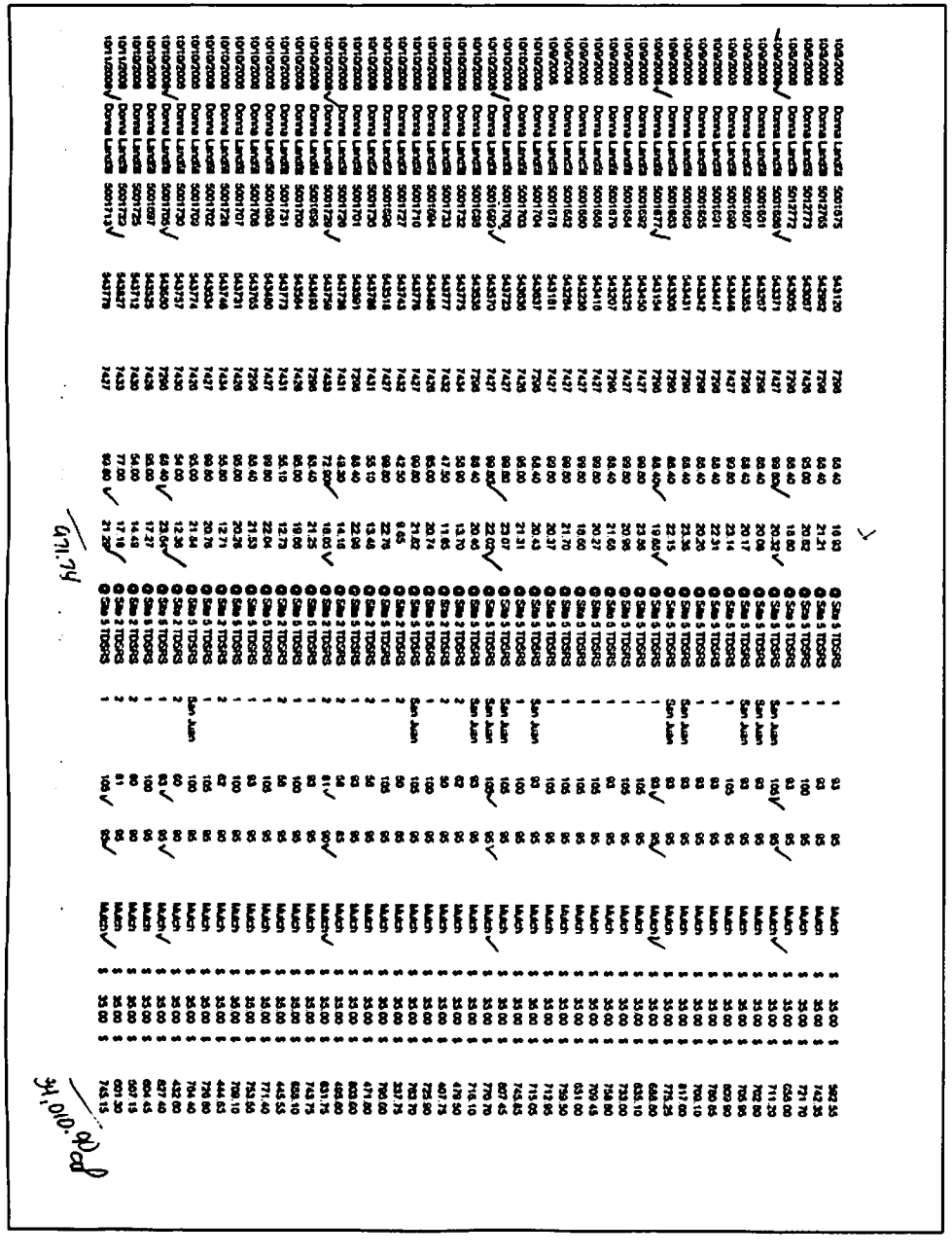

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BECK DISASTER RECOVERY — Ticket # 5 01886

Wilkes County — DR1750

ROW — AshBritt

007421 — 105CY

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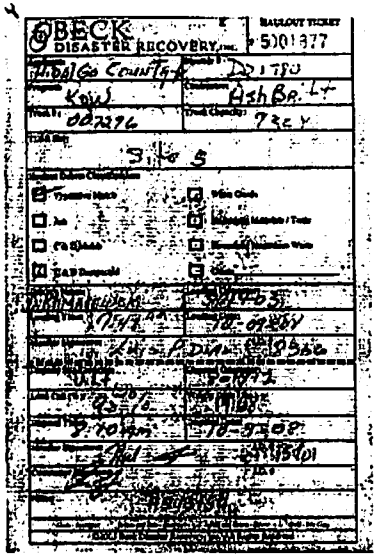

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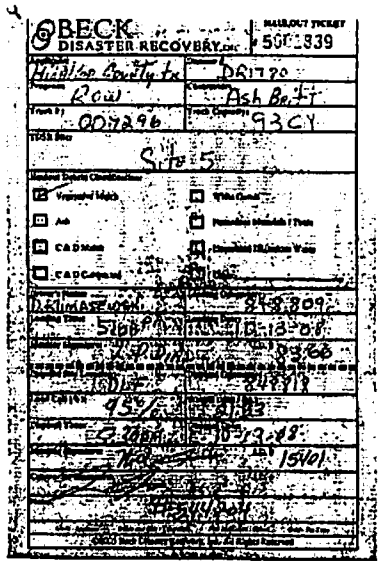

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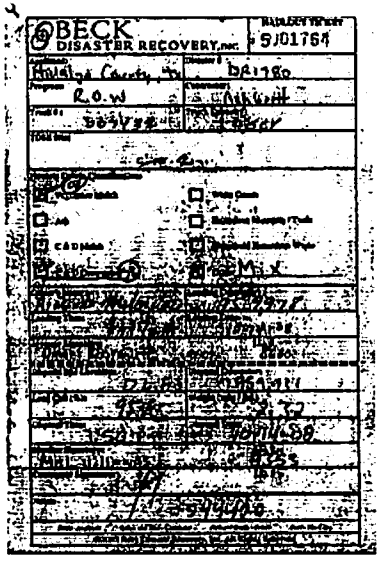

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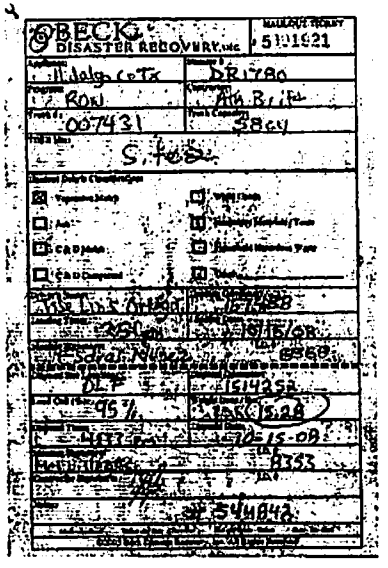
Ticket Search Ticket Detail Raul Lozano



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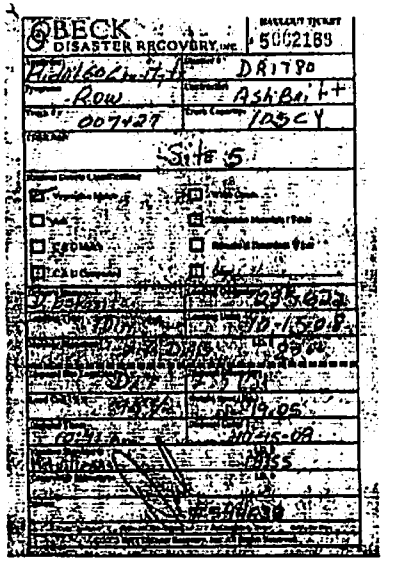

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K.D.

Ticket Date	Destination	Tkt #	B/L #	Truck #	CY#	Tons	Loadsite	Section Area	Capacity	Percent Full	Vehicle	Rate	Total
10/15/2008	Donna Landis	5002172	544715	7425	10.00	10.19	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	871.05
10/15/2008	Donna Landis	5002165	544686	7427	10.00	10.19	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	871.05
10/15/2008	Donna Landis	5001907	544642	7432	47.50	8.15	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	285.25
10/15/2008	Donna Landis	5002174	544780	7427	80.00	20.23	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	708.05
10/15/2008	Donna Landis	5001904	544666	7433	72.00	12.70	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	444.50
10/15/2008	Donna Landis	5002166	544688	7435	96.00	19.05	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	667.75
10/15/2008	Donna Landis	5002168	544674	7427	96.00	19.05	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	667.75
10/15/2008	Donna Landis	5001918	544664	7434	56.00	5.62	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	196.70
10/15/2008	Donna Landis	5001900	544641	7430	88.46	17.03	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	596.05
10/15/2008	Donna Landis	5002170	544662	7436	88.46	11.67	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	408.45
10/15/2008	Donna Landis	5001905	544628	7434	56.00	10.25	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	358.75
10/15/2008	Donna Landis	5002171	544687	7427	96.00	20.04	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	701.40
10/15/2008	Donna Landis	5002167	544676	7430	88.46	17.23	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	603.05
10/15/2008	Donna Landis	5002187	544809	7435	88.46	19.35	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	677.25
10/15/2008	Donna Landis	5002157	544781	7430	56.00	10.35	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	362.25
10/15/2008	Donna Landis	5002164	544685	7435	96.00	18.46	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	646.10
10/15/2008	Donna Landis	5002173	544727	7426	88.46	15.94	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	558.05
10/15/2008	Donna Landis	5001922	544655	7433	77.00	9.83	Site 2 TDSRS	2	70	95 %	Each Cmd D	35.00	347.55
10/15/2008	Donna Landis	5001920	544628	7430	57.00	7.82	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	273.70
10/15/2008	Donna Landis	5001915	544781	7430	57.00	5.44	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	190.40
10/15/2008	Donna Landis	5001902	544691	7433	47.50	8.18	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	286.30
10/15/2008	Donna Landis	5001918	544623	7433	47.50	9.74	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	340.90
10/15/2008	Donna Landis	5001917	544780	7434	77.00	15.16	Site 2 TDSRS	2	70	95 %	Each Cmd D	35.00	530.60
10/15/2008	Donna Landis	5001913	544717	7434	50.00	9.64	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	337.40
10/15/2008	Donna Landis	5001903	544601	7431	55.10	12.72	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	445.20
10/15/2008	Donna Lands	5001908	544674	7433	47.50	7.10	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	248.50
10/15/2008	Donna Lands	5001911	544676	7433	77.00	17.41	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	611.45
10/15/2008	Donna Landis	5001773	544676	7432	47.56	5.76	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	201.60
10/15/2008	Donna Landis	5001912	544725	7432	47.56	9.68	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	338.80
10/15/2008	Donna Landis	5001916	544774	7432	47.56	3.66	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	128.10
10/15/2008	Donna Landis	5001900	544627	7427	80.00	15.73	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	550.55
10/15/2008	Donna Landis	5001901	544686	7434	56.00	11.81	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	413.35
10/15/2008	Donna Landis	5001770	544633	7434	56.00	10.32	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	361.20
10/15/2008	Donna Landis	5001800	544668	7435	72.00	22.41	Site 2 TDSRS	2	70	95 %	Each Cmd D	35.00	784.35
10/15/2008	Donna Landis	5001941	544783	7428	96.00	19.82	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	693.70
10/15/2008	Donna Landis	5001774	544796	7429	96.00	11.39	Site 5 TDSRS	1	100 X	95 %	Each Cmd D	35.00	398.65
10/15/2008	Donna Landis	5001800	544671	7434	77.00	10.29	Site 2 TDSRS	2	70	95 %	Each Cmd D	35.00	360.15
10/15/2008	Donna Landis	5001763	544622	7431	55.10	7.18	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	251.30
10/15/2008	Donna Landis	5001801	544687	7430	54.00	9.66	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	338.80
10/15/2008	Donna Landis	5001914	544770	7431	55.10	11.83	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	413.80
10/15/2008	Donna Landis	5001777	544633	7434	87.00	13.30	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	465.50
10/15/2008	Donna Landis	5001910	544666	7427	56.00	10.22	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	357.70
10/15/2008	Donna Landis	5001907	544664	7427	88.46	15.94	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	558.05
10/15/2008	Donna Landis	5001913	544651	7435	88.46	13.91	Site 2 TDSRS	2	81	95 %	Each Cmd D	35.00	486.85
10/15/2008	Donna Landis	5001902	544651	7435	51.00	12.90	Site 2 TDSRS	2	50	95 %	Each Cmd D	35.00	451.50
10/15/2008	Donna Landis	5001902	544651	7435	56.00	7.37	Site 2 TDSRS	2	55	95 %	Each Cmd D	35.00	258.05

63.56

X35.00 = 23,224.60

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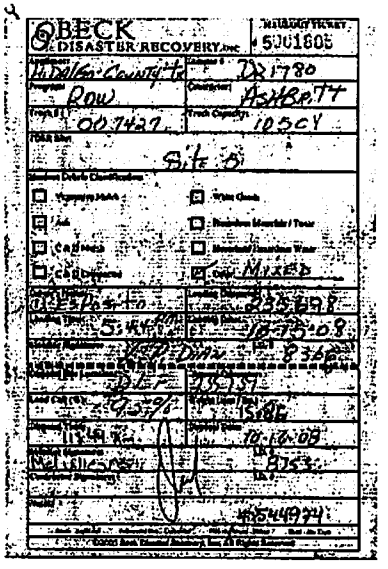
Ticket Search Ticket Detail Raul Lozano



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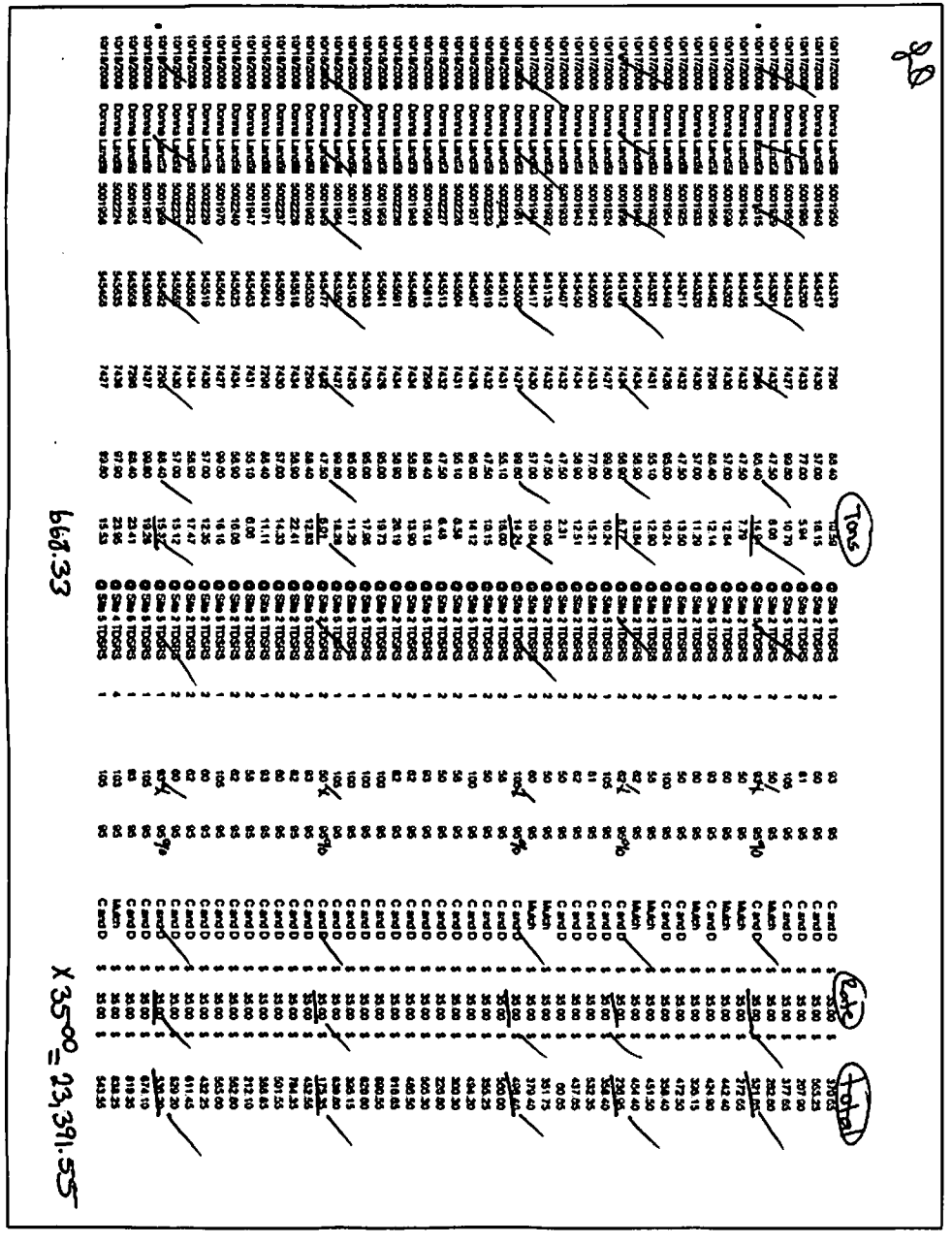

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BECK DISASTER RECOVERY, INC. 5001815

Hidalgo County DR1780

Row AshBritt

HM7296 93CY

Site 5

Mixed

6:55 12:15:08

L D Dump 8326

DF1 749280

95% 4.91

8:33 70:17:08

8353

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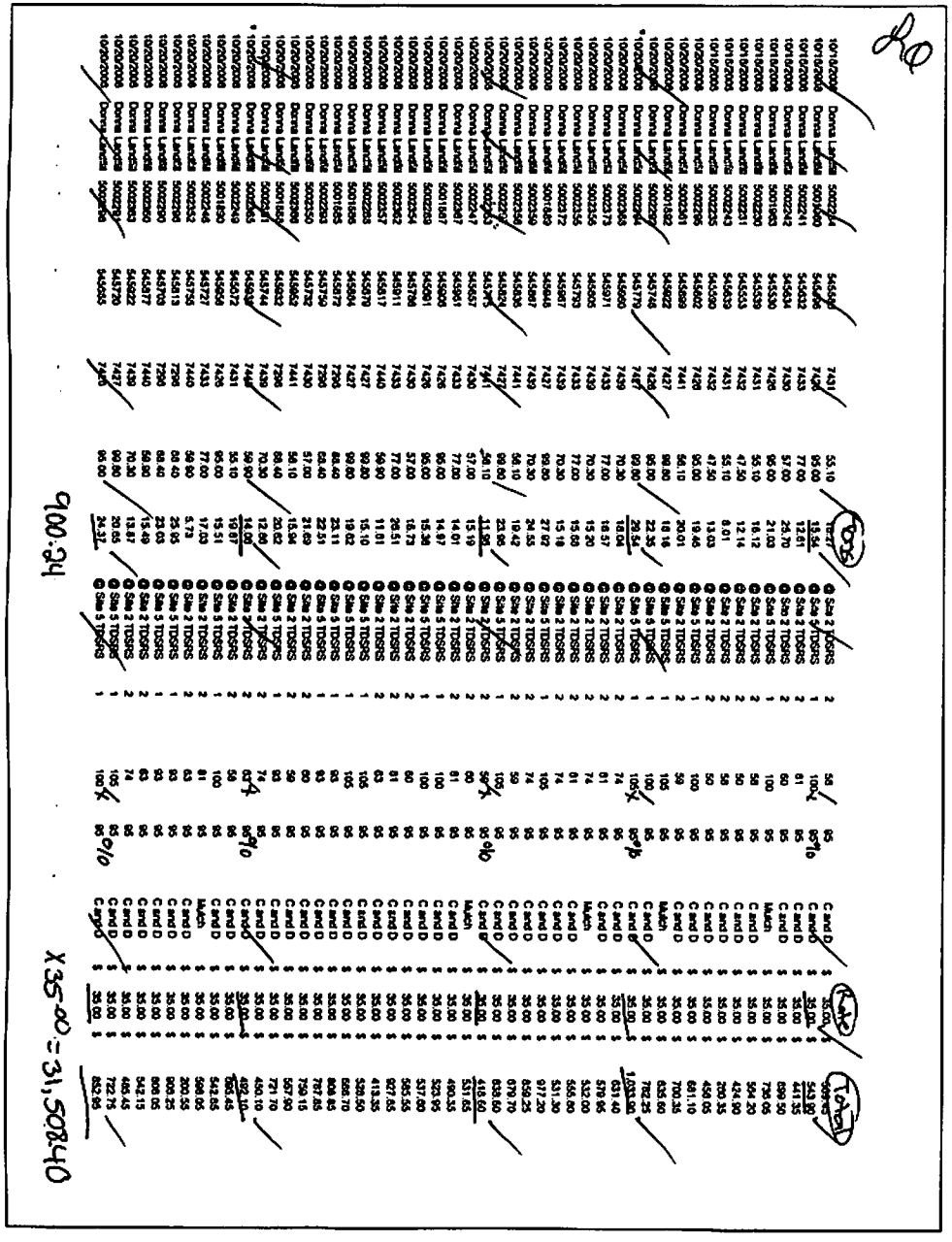

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Ticket Search Ticket Detail Raul Losano

BECK DISASTER RECOVERY, INC.

BALLOUT TICKET # 5 002294

Hinds Co. DR1780

Program: ROW Contractor: AshBritt

Truck #: 007427 Truck Capacity: 10 CY

Site 5

Material Debris Classification:

- Vegetative Matter
- White Goods
- Ash
- Household Hazardous Waste
- C&D Debris
- MIXED

Driver's Signature: D. Bythewood Loading Ticket: 11:08 AM Loading Ticket: 236729 10-20-08

Monitor Signature: L. P. Dias ID #: 8366

Disposal Site Location: DLF Disposal Ticket: 236729

Load Debris %: 95% Weight (tons / lbs): 20.54

Disposal Time: 11:48 AM Disposal Date: 10-20-08

Monitor Signature: McLellie-AS ID #: 8353

Contractor Signature: ID #:

Printed: #545729

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Ticket Search Ticket Detail Raul Lozano

BECK DISASTER RECOVERY, INC.

HAUL-OUT TICKET # 5000866

Hillsborough County Fire — Disaster # DR 1780

Program: Row — Contractor: Ashbritt

Truck #: 007440 — Truck Capacity: 10 cy.

TDSS Site: Site 2

Debris Debris Classification:

- ☐ Vegetative Mulch
- ☐ White Goods
- ☐ Ash
- ☐ Hazardous Materials / Fuels
- ☐ C&D Mulch
- ☐ Household Hazardous Waste
- ☐ C&D Chopped
- ☑ Other: Mixed

Driver's Name: Fernando Hernandez — Loading Ticket #: 96119

Loading Time: 11:20am — Loading Date: 10/22/08

Monitor Signature: Deedra Goodgame — ID #: 3355

Disposal Site Location: DLF — Disposal Ticket #: 96189

Load Cell #'s: 9510 — Weight Tare / Net: 7655

Disposal Time: 11:46 a.m. — Disposal Date: 10-22-08

Monitor Signature: [signature] — I.D. #: 8485

Contractor Signature: [signature] — I.D. #: #546465

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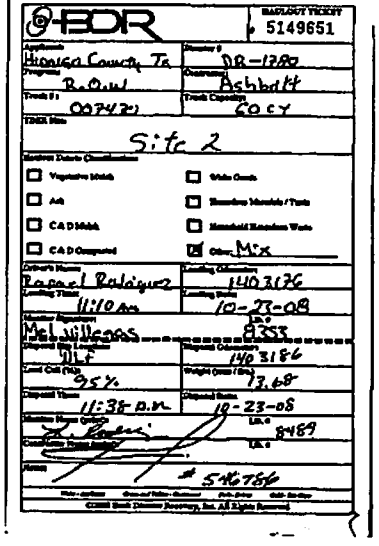

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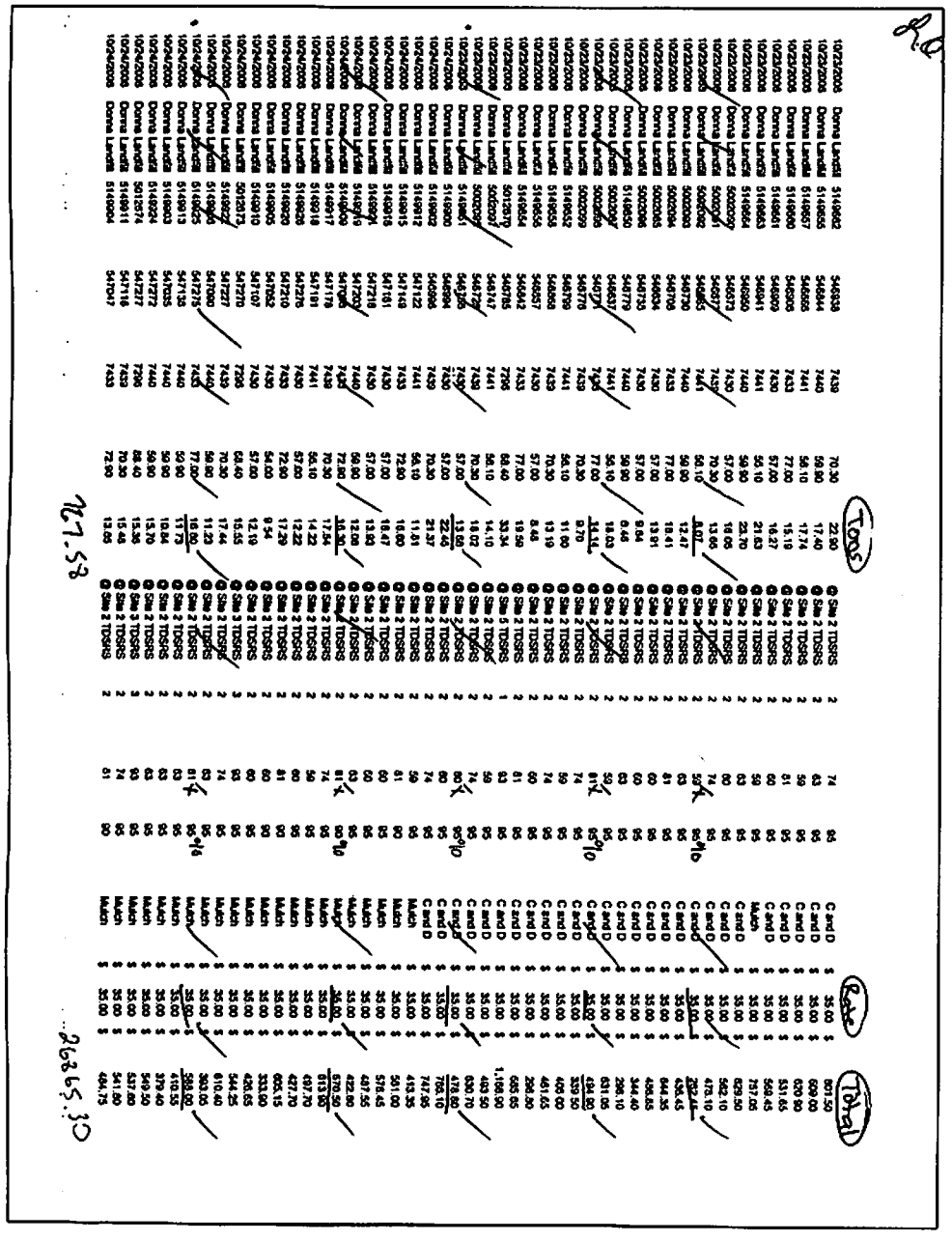
http://ashbritt.edims.com/eMonitor/ticketdetail.aspx?TicketID=2944775&edit=update 3/5/2009



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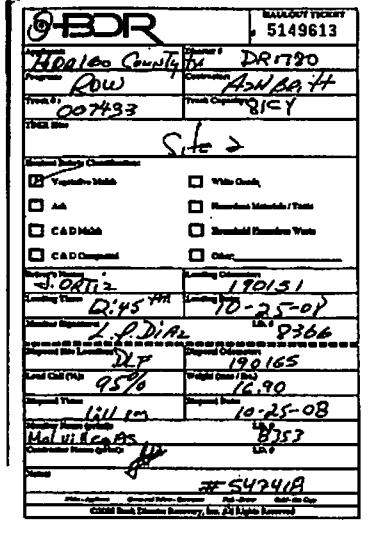
Ticket Search Ticket Detail

Raul Lozano



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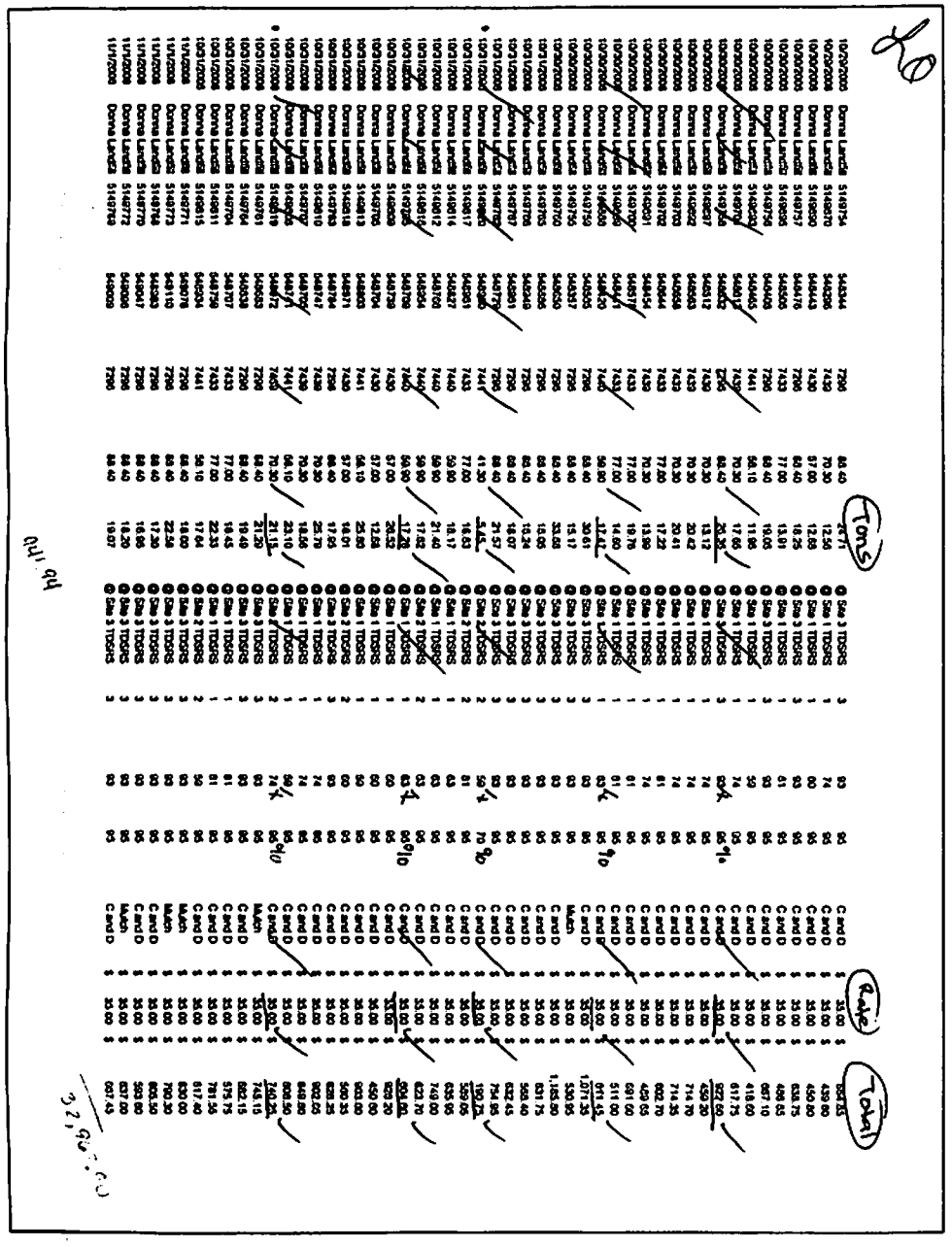

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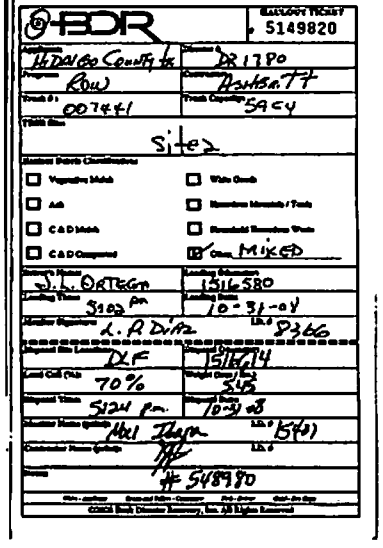
Ticket Search Ticket Detail Raul Losano



DR 1780

Ashbritt

Site 2

MIXED

J.L. ORTEGA

10-31-08

L. A Diaz

DF

70%

5124 pm

10-31-08

548980

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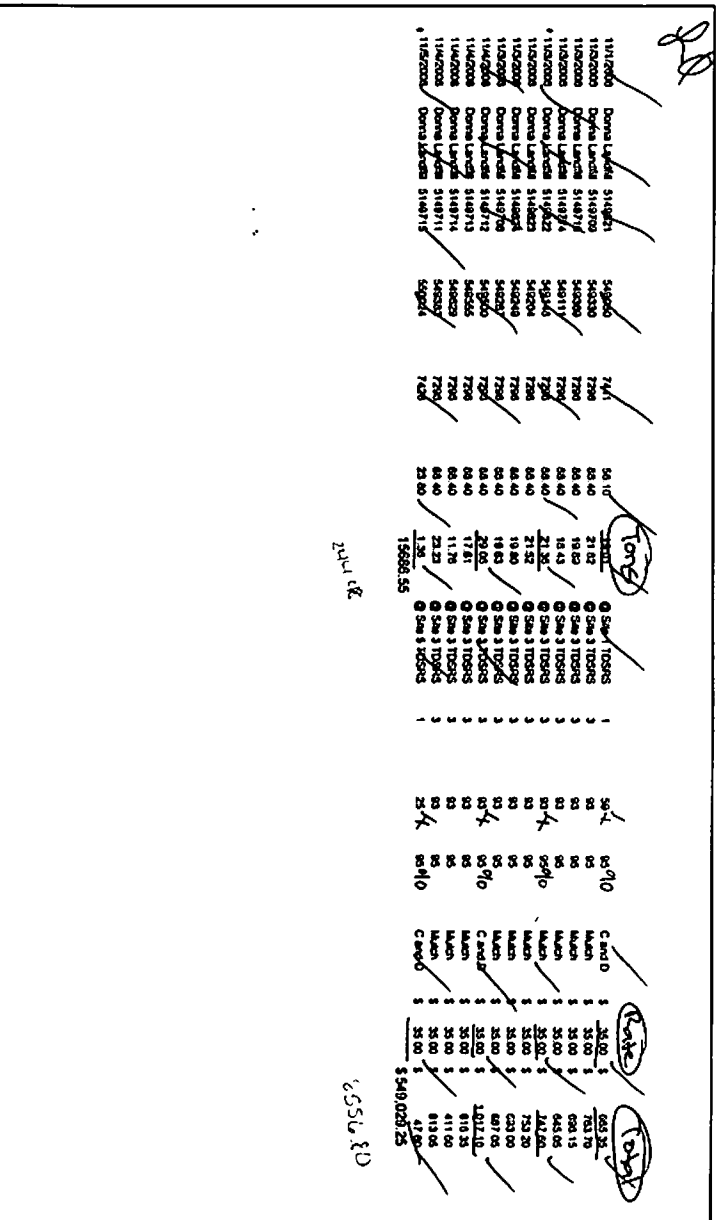

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Ticket Search Ticket Detail

Raul Lozano

HBDR

BACKUP TICKET 5149715

Hidalgo Co TX

DR 1780

ROW

AshBritt

007428

25cy

Site 5

Vegetative Debris

White Goods

Ash

Construction & Demolition Debris

C&D Debris

C&D Component

Other Mixed

Abel Cisneros

110062

4:45pm

11-05-08

Esteban Nunez

8368

DLF

110071

95%

1.36

5:05 pm

11-05-08

Mel Villegas

8353

#550024

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Ticket Search | Ticket Detail | Raul Lozano

HBDR — HAULOUT TICKET 5149822

Hidalgo Co Tx	DR 1780
ROW	AshBritt
007296	93cy
Site 3	

☒ Vegetative Debris ☐ White Goods ☐ Ash ☐ Construction / Demolition Debris ☐ C&D Debris ☐ Household Hazardous Waste ☐ C&D Composted ☐ Other

Doug Kliszewski	852042
8:15 am	11-03-08
Erdvis Nunez	93cy
DCF	852065
95%	81.36
7:42 am	11-3-08
Mel Villegas	8553

#549148

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Esther Perez

From: Ralph Dahlgren [ralph@ashbritt.com]
Sent: Wednesday, March 04, 2009 4:32 PM
To: 'esther.perez@auditor.co.hidalgo.tx.us'
Subject: FW: AshBritt Contract Language
Attachments: Donna Landfill invoice.pdf

From: Ralph Dahlgren
Sent: Tuesday, March 03, 2009 3:26 PM
To: 'rey salazar'
Subject: RE: AshBritt Contract Language

Rey,

Attached is an invoice to us from Donna Landfill. I will call you to walk thru the calculation of $35.00 per ton. Thanks.

Ralph

From: rey salazar [mailto:rey.salazar@co.hidalgo.tx.us]
Sent: Monday, March 02, 2009 11:17 AM
To: Ralph Dahlgren
Subject: RE: AshBritt Contract Language

Good Morning Ralph,

With respect to the Tipping Fees, Could you send us some sort of documentation indicating the Donna/Alamo landfill was assessing a $35 dollar tipping fee? Our Auditors Office is requesting some sort of bill or letter from the landfills indicating that those fees are coming from the landfills and not from Ashbit. If you have a contract with the landfills that indicated the fees then that would suffice.

Thanks Ralph

Rey Salazar
Strategic Planning Analyst
Hidalgo County Department of Budget & Management-Budget Division
2818 South Business Hwy. 281, Administrative Building
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7035 fax

<hr size=2 width="100%" align=center tabindex=-1>

From: Ralph Dahlgren [mailto:ralph@ashbritt.com]
Sent: Thursday, February 26, 2009 3:24 PM
To: 'rey salazar'; Rey Salzar (silverado2@yahoo.com)
Subject: AshBritt Contract Language

Rey,

Attached is the page from our contract that shows that the cost of disposal is a pass-thru cost to the Hidalgo County. Please let me know if you have any questions. Thanks.

Ralph

No virus found in this outgoing message. Checked by AVG. Version: 7.5.557 / Virus Database: 270.11.3/1973 - Release Date: 2/26/2009 7:03 AM

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.557 / Virus Database: 270.11.4/1976 - Release Date: 2/27/2009 1:27 PM

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.557 / Virus Database: 270.11.5/1979 - Release Date: 3/1/2009 5:46 PM

No virus found in this outgoing message. Checked by AVG. Version: 7.5.557 / Virus Database: 270.11.6/1981 - Release Date: 3/3/2009 7:25 AM

RGV DONNA LANDFILL
P.O. BOX 841782

DALLAS, TX 75284-1782
(956) 423-7316

TO ASH BRITT, INC.
488 S ANDREWS AVE
PAMPANO, FL 33069

INVOICE

INVOICE NO	016272 L64
PAGE	1
DATE	Sep-30-08
CUSTOMER NO	228242
SITE NO	
REFERENCE NO	ASH BRITT INCHURRI

BILLING DATE	CODE	DESCRIPTION	REFERENCE	QTY	AMOUNT
15 Sep		Balance forward			$30,475.95
		Payments received			($30,577.10)
16 Sep	FA	YARD WASTE/COMPOST	1 - 537090 0	18 11 TN	$633.65
		Reference: SITE 3 MISSION 5000244			
		Generator: ASH BRITT, INC			
16 Sep	0	ENVIRONMENTAL FEE	1 - 537090 1	1 00 LD	$7.50
		Reference: SITE 3 MISSION 5000244			
16 Sep	)1	FUEL RECOVERY FEE	1 - 537090 2	1.00 LD	$55.84
		Reference: SITE 3 MISSION 5000244			
16 Sep	FA	YARD WASTE/COMPOST	1 - 537175 0	17 65 TN	$625 10
		Reference: SITE 3 MISSION 5000250			
		Generator: ASH BRITT, INC			
16 Sep	0	ENVIRONMENTAL FEE	1 - 537175 1	1.00 LD	$7.50
		Reference: SITE 3 MISSION 5000250			
16 Sep	)1	FUEL RECOVERY FEE	1 - 537175 2	1 00 LD	$56.07
		Reference: SITE 3 MISSION 5000250			
16 Sep	FA	YARD WASTE/COMPOST	1 - 537236 0	20 14 TN	$704 90
		Reference: MISSION SITE#3 5000251			
		Generator: ASH BRITT, INC			
16 Sep	0	ENVIRONMENTAL FEE	1 - 537236 1	1 00 LD	$7.50
		Reference: MISSION SITE#3 5000251	87,834.6		
16 Sep	)1	FUEL RECOVERY FEE	1 - 537236 2	1 00 LD	$62 10
		Reference: MISSION SITE#3 5000251	2,509.56		
16 Sep	FA	YARD WASTE/COMPOST	1 - 537263 0	17 47 TN	$611 45
		Reference: SITE 3 MISSION 5000252	132		
		Generator: ASH BRITT, INC			
16 Sep	0	ENVIRONMENTAL FEE	1 - 537263 1	1 00 LD	$7.50

Payment due upon receipt of this invoice 1.5% per month (18% per annum) late charge on balances over 30 days from date of invoice
Payments received after invoice date are not reflected
To ensure proper credit, please include your account number on your check and include the bottom portion of this invoice When making payment on multiple accounts, please include the account numbers and the amounts of payment

Account Status

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS

TOTAL THIS INVOICE

PLEASE PAY THIS AMOUNT

We reserve the right to suspend service without notice for any past due account

Please remit to:

INVOICE NO.	
PAGE	
DATE	
CUSTOMER NO.	
SITE NO	
REFERENCE NO.	
REMARKS	

AMOUNT OF REMITTANCE

PLEASE RETURN THIS PORTION WITH REMITTANCE

Your account is now 30 days past due. Please remit payment ASAP
TO BFI RGV DONNA LANDFILL, PO BOX 841782, DALLAS, TX 75284-1782

Form 7-97a No. 1 from BFI Price & Information Solutions 1-800-[illegible] Fax [illegible] e-mail [illegible]

RGV DONNA LANDFILL
P.O. BOX 841782

DALLAS, TX 75284-1782
(956) 423-7316

TO
ASH BRITT, INC.
480 S ANDREWS AVE
PAMPANO, FL 33069

INVOICE

INVOICE NO 016272 L64
PAGE 2
DATE Sep-30-03
CUSTOMER NO. 229242
SITE NO.
REFERENCE NO ASH BRITT INCHURRI

SERVICE DATE	CODE	DESCRIPTION	REFERENCE	QTY	AMOUNT
		Reference: SITE 3 MISSION 5000252			
16 Sep	)1	FUEL RECOVERY FEE	1 - 537265 2	1 00 LD	$53 67
		Reference: SITE 3 MISSION 5000252			
17 Sep	FA	YARD WASTE/COMPOST	1 - 537303 0	19 34 TN	$876 90
		Reference: SITE 3 MISSION 5000249			
		Generator: ASH BRITT, INC			
17 Sep	0	ENVIRONMENTAL FEE	1 - 537303 1	1 00 LD	$7 50
		Reference: SITE 3 MISSION 5000249			
17 Sep	)1	FUEL RECOVERY FEE	1 - 537303 2	1 00 LD	$59 84
		Reference: SITE 3 MISSION 5000249			
17 Sep	FA	YARD WASTE/COMPOST	1 - 537421 0	19 06 TN	$868 10
		Reference: MISSION SITE #3 6000246			
		Generator: ASH BRITT, INC			
17 Sep	0	ENVIRONMENTAL FEE	1 - 537421 1	1 00 LD	$7 50
		Reference: MISSION SITE #3 6000246			
17 Sep	)1	FUEL RECOVERY FEE	1 - 537421 2	1 00 LD	$60 02
		Reference: MISSION SITE #3 6000246			
17 Sep	FA	YARD WASTE/COMPOST	1 - 537488 0	18 06 TN	$832 10
		Reference: SITE 3 MISSION 5000247			
		Generator: ASH BRITT, INC			
17 Sep	0	ENVIRONMENTAL FEE	1 - 537488 1	1 00 LD	$7 50
		Reference: SITE 3 MISSION 5000247			
17 Sep	)1	FUEL RECOVERY FEE	1 - 537488 2	1 00 LD	$56 69
		Reference: SITE 3 MISSION 5000247			
17 Sep	FA	YARD WASTE/COMPOST	1 - 537543 0	18 02 TN	$830 70
		Reference: SITE 3 MISSION 5000248			
		Generator: ASH BRITT, INC			

Payment due upon receipt of this invoice 1 5% per month (18% per annum) late charge on balances over 30 days from date of invoice
Payments received after invoice date are not reflected.
To ensure proper credit, please include your account number on your check and include the bottom portion of this invoice. When making payment on multiple accounts, please include the account numbers and the amounts of payment.

Account Status

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS

TOTAL THIS INVOICE

PLEASE PAY THIS AMOUNT

We reserve the right to suspend service without notice on any past due account.

Please remit to:

INVOICE NO.
PAGE
DATE
CUSTOMER NO.
SITE NO.
REFERENCE NO
REMARKS

AMOUNT OF REMITTANCE

PLEASE RETURN THIS PORTION WITH REMITTANCE

Your account is now 30 days past due. Please remit payment ASAP
TO BFI RGV DONNA LANDFILL, PO BOX 841782, DALLAS, TX 75284-1782

RGV DONNA LANDFILL
P.O. BOX 841782

DALLAS, TX 75284-1782
(956) 423-7316

TO
ASH BRITT, INC.
480 S ANDREWS AVE
PAMPANO, FL 33069

INVOICE

INVOICE NO. 016272 L64
PAGE 3
DATE Sep-30-03
CUSTOMER NO. 229242
SITE NO.
REFERENCE NO ASH BRITT INCHURRI

SERVICE DATE	CODE	DESCRIPTION	REFERENCE	QTY	AMOUNT
17 Sep	0	ENVIRONMENTAL FEE	1 - 537543 1	1.00 LD	$7 50
		Reference: SITE 3 MISSION 5000248			
17 Sep	)1	FUEL RECOVERY FEE	1 - 537543 2	1 00 LD	$55 67
		Reference: SITE 3 MISSION 5000248			
18 Sep	FA	YARD WASTE/COMPOST	1 - 537571 0	19 39 TN	$878 65
		Reference: MISSION SITE 3 5000249			
		Generator: ASH BRITT, INC			
18 Sep	0	ENVIRONMENTAL FEE	1 - 537571 1	1 00 LD	$7 50
		Reference: MISSION SITE 3 5000249			
18 Sep	)1	FUEL RECOVERY FEE	1 - 537571 2	1 00 LD	$59 79
		Reference: MISSION SITE 3 5000249			
18 Sep	FA	YARD WASTE/COMPOST	1 - 537640 0	21 16 TN	$741 30
		Reference: SITE 3 MISSION 5000696			
		Generator: ASH BRITT, INC			
18 Sep	0	ENVIRONMENTAL FEE	1 - 537640 1	1 00 LD	$7 50
		Reference: SITE 3 MISSION 5000696			
18 Sep	)1	FUEL RECOVERY FEE	1 - 537640 2	1 00 LD	$65 31
		Reference: SITE 3 MISSION 5000696			
18 Sep	FA	YARD WASTE/COMPOST	1 - 537710 0	19 35 TN	$877 25
		Reference: SITE 3 MISSION 5000697			
		Generator: ASH BRITT, INC			
18 Sep	0	ENVIRONMENTAL FEE	1 - 537710 1	1 00 LD	$7 50
		Reference: SITE 3 MISSION 5000697			
18 Sep	)1	FUEL RECOVERY FEE	1 - 537710 2	1 00 LD	$59 67
		Reference: SITE 3 MISSION 5000697			
18 Sep	FA	YARD WASTE/COMPOST	1 - 537766 0	19 39 TN	$878 65
		Reference: SITE 3 MISSION 5000698			

Payment due upon receipt of this invoice 1 5% per month (18% per annum) late charge on balances over 30 days from date of invoice
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Account Status

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS

TOTAL THIS INVOICE

PLEASE PAY THIS AMOUNT

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Please remit to:

INVOICE NO.
PAGE
DATE
CUSTOMER NO.
SITE NO.
REFERENCE NO
REMARKS

AMOUNT OF REMITTANCE

PLEASE RETURN THIS PORTION WITH REMITTANCE

Your account is now 30 days past due. Please remit payment ASAP
TO BFI RGV DONNA LANDFILL, PO BOX 841782, DALLAS, TX 75284-1782

RGV DONNA LANDFILL
P.O. BOX 841782

DALLAS, TX 75284-1782
(956) 423-7316

TO
ASH BRITT, INC.
480 S ANDREWS AVE
PAMPANO, FL 33069

INVOICE

INVOICE NO 016272 L64
PAGE 4
DATE Sep-30-08
CUSTOMER NO. 226242
SITE NO
REFERENCE NO ASH BRITT INCHURRI

SERVICE DATE	CODE	DESCRIPTION	REFERENCE	QTY		AMOUNT
		Generator: ASH BRITT, INC				
18 Sep	0	ENVIRONMENTAL FEE	1 - 537766 1	1 00	LD	$7 50
		Reference: SITE 3 MISSION 5000696				
18 Sep	)1	FUEL RECOVERY FEE	1 - 537766 2	1 00	LD	$69 79
		Reference: SITE 3 MISSION 5000696				
18 Sep	FA	YARD WASTE/COMPOST	1 - 537839 0	20 16	TN	$705 60
		Reference: SITE 3 MISSION 5000699				
		Generator: ASH BRITT, INC				
18 Sep	0	ENVIRONMENTAL FEE	1 - 537839 1	1 00	LD	$7 50
		Reference: SITE 3 MISSION 5000699				
18 Sep	)1	FUEL RECOVERY FEE	1 - 537839 2	1 00	LD	$62 16
		Reference: SITE 3 MISSION 5000699				
18 Sep	FA	YARD WASTE/COMPOST	1 - 537891 0	17 39	TN	$608 65
		Reference: SITE 3 MISSION 5001271				
		Generator: ASH BRITT, INC				
18 Sep	0	ENVIRONMENTAL FEE	1 - 537891 1	1 00	LD	$7 50
		Reference: SITE 3 MISSION 5001271				
18 Sep	)1	FUEL RECOVERY FEE	1 - 537891 2	1 00	LD	$53 62
		Reference: SITE 3 MISSION 5001271				
19 Sep	FA	YARD WASTE/COMPOST	1 - 537894 0	18 74	TN	$656 90
		Reference: SITE#3 5001272				
		Generator: ASH BRITT, INC				
19 Sep	0	ENVIRONMENTAL FEE	1 - 537894 1	1 00	LD	$7 50
		Reference: SITE#3 5001272				
19 Sep	)1	FUEL RECOVERY FEE	1 - 537894 2	1.00	LD	$57.79
		Reference: SITE#3 5001272				
19 Sep	FA	YARD WASTE/COMPOST	1 - 537957 0	19 31	TN	$675 85

Payment due upon receipt of this invoice. 1.5% per month (18% per annum) late charge on balances over 30 days from date of invoice.
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Account Status

CURRENT	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS

TOTAL
THIS INVOICE

PLEASE PAY THIS AMOUNT

We reserve the right to suspend service without notice on any past due account.

Please remit to:

INVOICE NO.
PAGE
DATE
CUSTOMER NO.
SITE NO.
REFERENCE NO
REMARKS

AMOUNT OF
REMITTANCE

PLEASE RETURN THIS PORTION WITH REMITTANCE

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TO BFI RGV DONNA LANDFILL, PO BOX 841782, DALLAS, TX 75284-1782

RGV DONNA LANDFILL
P.O. BOX 841782

DALLAS, TX 75284-1782
(956) 423-7316

TO
ASH BRITT, INC.
480 S ANDREWS AVE
PAMPANO, FL 33069

INVOICE

INVOICE NO 016272 L64
PAGE 5
DATE Sep-30-08
CUSTOMER NO. 226242
SITE NO
REFERENCE NO ASH BRITT INCHURRI

SERVICE DATE	CODE	DESCRIPTION	REFERENCE	QTY		AMOUNT
		Reference: SITE 3 MISSION 5001273				
		Generator: ASH BRITT, INC				
19 Sep	0	ENVIRONMENTAL FEE	1 - 537957 1	1 00	LD	$7 50
		Reference: SITE 3 MISSION 5001273				
19 Sep	)1	FUEL RECOVERY FEE	1 - 537957 2	1 00	LD	$59 64
		Reference: SITE 3 MISSION 5001273				
19 Sep	FA	YARD WASTE/COMPOST	1 - 538026 0	19 45	TN	$680 75
		Reference: SITE 3 MISSION 5001274				
		Generator: ASH BRITT, INC				
19 Sep	0	ENVIRONMENTAL FEE	1 - 538026 1	1 00	LD	$7 50
		Reference: SITE 3 MISSION 5001274				
19 Sep	)1	FUEL RECOVERY FEE	1 - 538026 2	1 00	LD	$59 67
		Reference: SITE 3 MISSION 5001274				
19 Sep	FA	YARD WASTE/COMPOST	1 - 538091 0	16 61	TN	$658 35
		Reference: SITE 3 MISSION 5000253				
		Generator: ASH BRITT, INC				
19 Sep	0	ENVIRONMENTAL FEE	1 - 538091 1	1 00	LD	$7 50
		Reference: SITE 3 MISSION 5000253				
19 Sep	)1	FUEL RECOVERY FEE	1 - 538091 2	1 00	LD	$56 00
		Reference: SITE 3 MISSION 5000253				
19 Sep	FA	YARD WASTE/COMPOST	1 - 538166 0	15 81	TN	$553 35
		Reference: SITE 3 MISSION 5000254				
		Generator: ASH BRITT, INC				
19 Sep	0	ENVIRONMENTAL FEE	1 - 538166 1	1 00	LD	$7 50
		Reference: SITE 3 MISSION 5000254				
19 Sep	)1	FUEL RECOVERY FEE	1 - 538166 2	1.00	LD	$46 76
		Reference: SITE 3 MISSION 5000254				

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Account Status

CURRENT | 31 - 60 DAYS | 61 - 90 DAYS | OVER 90 DAYS

TOTAL
THIS INVOICE

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Please remit to:

INVOICE NO.
PAGE
DATE
CUSTOMER NO.
SITE NO.
REFERENCE NO
REMARKS

AMOUNT OF
REMITTANCE

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TO BFI RGV DONNA LANDFILL, PO BOX 841782, DALLAS, TX 75284-1782

Esther Perez

From: Ralph Dahlgren [ralph@ashbritt.com]
Sent: Wednesday, March 04, 2009 4:32 PM
To: 'esther.perez@auditor.co.hidalgo.tx.us'
Subject: FW: AshBritt Contract Language
Attachments: Inv_0802-104_TIP (HidCoTX)_we110508 (0303).xls

Importance: High

From: Ralph Dahlgren
Sent: Tuesday, March 03, 2009 2:54 PM
To: 'rey salazar'
Cc: Christina Bickhart
Subject: FW: AshBritt Contract Language
Importance: High

Rey,

Per your request, attached is the breakdown of how the tipping fees should be allocated to the cities. I will call you later to walk you through it. Thanks.

Ralph

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.557 / Virus Database: 270.11.3/1973 - Release Date: 2/26/2009 7:03 AM

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.557 / Virus Database: 270.11.3/1973 - Release Date: 2/26/2009 7:03 AM

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.557 / Virus Database: 270.11.5/1979 - Release Date: 3/1/2009 5:46 PM

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.557 / Virus Database: 270.11.5/1979 - Release Date: 3/1/2009 5:46 PM

No virus found in this outgoing message. Checked by AVG. Version: 7.5.557 / Virus Database: 270.11.6/1981 - Release Date: 3/3/2009 7:25 AM

Percent Distribution of Countywide ROW Debris
Job Name: 802 Week End:
Event Name: Hurricane Dolly 11/5/08

Total Tonnage: 15,686.55
Total Tipping Fees: $ 549,029.25

Jurisdiction	Total Debris	% Dist.	Tonnage Share	Tip Fee Share
Hidalgo County	313,688.50	48.691%	7,637.89	$ 267,326.13
Alton	20,684.70	3.211%	503.64	$ 17,627.55
Donna	43,898.70	6.814%	1,068.87	$ 37,410.58
Edcouch	19,510.90	3.028%	475.06	$ 16,627.24
Elsa	23,643.00	3.670%	575.67	$ 20,148.62
Granjeno	311.40	0.048%	7.58	$ 265.38
La Joya	1,219.20	0.189%	29.69	$ 1,039.01
La Villa	7,399.10	1.148%	180.16	$ 6,305.53
Mercedes	45,276.60	7.028%	1,102.42	$ 38,584.83
Mission	57,994.40	9.002%	1,412.08	$ 49,422.97
Palm View	6,037.90	0.937%	147.01	$ 5,145.51
Palmhurst	1,730.80	0.269%	42.14	$ 1,474.99
Palmview	2,172.10	0.337%	52.89	$ 1,851.07
Penitas	9,134.40	1.418%	222.41	$ 7,784.36
Pharr	30,590.70	4.748%	744.84	$ 26,069.47
Progreso	14,256.30	2.213%	347.12	$ 12,149.25
San Juan	41,450.20	6.434%	1,009.26	$ 35,323.96
Sullivan City	5,248.50	0.815%	127.79	$ 4,472.78
Grand Total	**644,247.40**	**100.000%**	**15,686.55**	**$ 549,029.25**

Jurisdiction	Hidalgo County

	Data	
% Dist.	Tonnage Share	Tip Fee Share
48.691%	7637.89	$267,326.13
Grand Total	7637.89	$267,326.13

REQUEST FOR PROPOSAL NO. 28-17
EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form
page 1 of 5

Name of Proposer: AshBritt, Inc.

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented and will be cost-through costs to the City without markup by the Contractor. Values must be provided for all categories above or Proposer's response may be deemed non-responsive.

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	**Vegetative Debris Removal** Vegetative Debris removal from public rights-of-way and hauling to TDSR Site or other designated location	CY	$ 8.25
		Ton	$ 56.50
2	**Mixed Debris Removal** Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	$ 8.25
		Ton	$ 56.50
3	**Debris Removal from Drop-off Sites** Debris removal from Drop-off Sites and hauling to TDSR Site or other designated location	CY	$ 8.25
		Ton	$ 56.50
4	**Vegetative Debris Grinding** /a Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	$ 3.70
		Ton	$ 23.25
5	**C&D Debris Processing** /a Separation of construction and demolition debris at TDSR Site or other designated location	CY	$ 3.80
		Ton	$ 24.00
6	**Haul-out of Reduced Vegetative Debris** Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site	CY	$ 4.75
		Ton	$ 23.75
7	**Haul-out of Processed C&D Debris** Hauling construction & demolition debris from TDSR Site or other designated location to final disposal site	CY	$ 4.75
		Ton	$ 23.75
8	**Hazardous Stump Removal** Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 25-36 inches (2 feet from ground)	CY	$ 15.00
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	$ 13.00
8C	Diameter of stump >48 inches (2 feet from ground)	CY	$ 21.00
8D	Backfill delivered and placed	CY	$ 21.50
9-10	**Removal of Partially Uprooted or Split Trees (Leaners)** Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	**Partially Uprooted Leaner** - Price includes excavating root ball and placing in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	$ 105.00
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$ 210.00

a Includes the cost for site preparation and management. Vegetative debris grinding and C&D debris processing only would be $1.75 and $1.85 per cubic yard, respectively ($11.00 and $11.75 per ton, respectively).

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3387
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

Discard this for- $ 240,714.84
2/19/09 Spoke to Rey Salazar.
9:00 am S.S.

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY — **DATE: 02/11/09**

TO:REY SALAZAR — **DEPARTMENT:BUDGET**

FROM:LUCY QUINTERO — **PHONE: (956) 318-4824**

REFERENCE:INVOICE#'S 0802-104, 0802-84

THE FOLLOWING DOCUMENT (S), I.e. ASHBRITT IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
[ ] SIGNATURE OR DATE NOT PRESENT
[ ] SYSTEM SHOWS INVOICE PAID
[ ] INSUFFICIENT FUNDING IN ACCOUNT #_____ AVAILABLE $.
[ ] NEEDS APPROVAL OF:
[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):
[ ] NEEDS CORRECTION (S):
[ ] NEEDS ADDITIONAL DOCUMENTATION I.e.:
[X] OTHER: I'M RETURNING INVOICE 0802-84 THIS IS THE ONE YOU HAD ADVISED LIZ NOT TO PAY. AS FOR INVOICE 0802-104 LIZ SAID YOU TOOK IT WITH YOU ON 02/10/09. THESE INVOICES WERE RETURNED DUE TO SOME BILLING ISSUES.
[ ] COMMENTS / RECOMMENDATION:

2/19/08
0802-84 Was a Duplicate Inv. # Originally to be paid on 2/24/09 for $ 236,367.52. As per Rey Corr. of Inv. S.S.

COUNTY AUDITOR'S FORM: RS-CA-029 REVISED: 9/2007

HIDALGO COUNTY DISTRICT JUDGES

RECEIVED BY COUNTY AUDITOR '09 JAN 27 PM 1:01

HIDALGO COUNTY

COUNTY AUDITORS
A/P CLERK:
SIGNATURE:
PAYMENT DATE:

DEPARTMENT NAME: Hurricane Dolly
INVOICE SUMMARY COVER SHEET
BUDGET ACCT. # 10010045-516705
DATE SUBMITTED TO AUDITOR:

VENDOR	INVOICE DATE	INVOICE #	INVOICE AMT.	REMARKS
Ashbritt	11/26/08	0802-105	334,886.62	Pd 1-6-09
Ashbritt	11/26/08	0802-104	474,744.25	Pd 1-6-09
Ashbritt	11/19/08	0802-103	1,240,925.00	they took it back on 2-11-09
Ashbritt	11/26/08	0802-102	1,553,512.00	Pd 1-6-09
Ashbritt	11/26/08	0802-101	1,111,042.00	Pd 1-6-09
Ashbritt	11/26/08	0802-84	236,367.52	Pd 1-6-09

TOTAL COVER SHEET AMOUNT: 1,137,097.54

OF INVOICES ATTACHED: 6

SUBMITTED BY: Angie

Department of
Budget & Management
2815 S. Bus. Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7035
www.co.hidalgo.tx.us

HIDALGO COUNTY
texas

Blvd.
s 78539

MEMORANDUM

To: Ray Eufracio, CPA, County Auditor

From: Raul Silguero Jr., Budget Officer

Date: 01/27/09

Re: Pay from Copy

I am requesting to pay the following Hurricane Dolly invoices from a copy due to never receiving/or misplacing an original:

Vendor:	Invoice Date/Invoice #:	Amount:
Ashbritt	11-26-08 / 0802-105	$334,986.62
Ashbritt	11-26-08 / 0802-106	773.44
Ashbritt	11-19-08 / 0802-0104	549,029.25
Ashbritt	11-26-08 / 0802-107	12,493.39
Ashbritt	10-15-08 / 0802-84	240,714.84

If you have any questions please contact me at 292-7025.

RECEIVED BY
COUNTY AUDITOR
'09 JAN 27 PM 1:01

AshBritt
Environmental

Invoice No. 0802-84

INVOICE

Customer

Name	*Hidalgo County Texas*
Address	100 East Cano, Second Floor
City	Edinburg State TX ZIP 78539
Attn:	Raul Lozano, Administrative Director

Date	10/15/2008
Job No	0802
	Hurricane Dolly
	FEMA-1780-DR

Qty	Date	Description	Unit	Unit Price	TOTAL
		Vegetative debris grinding and C & D debris processing			
	8/31/2008	Program: Debris Processing Jurisdiction: Hidalgo County			
59,547.55		Contract Service 4A: Vegetative/Woody Grinding	CY	$ 3.70	$ 220,325.94
	to				
5,365.50		Contract Service 5A: C&D Debris Processing	CY	$ 3.60	$ 20,388.90
	10/11/2008				
				SubTotal	$ 240,714.84
				TOTAL	$ 240,714.84

RECEIVED BY
COUNTY AUDITOR
'09 JAN 27 PM 1:01

460 South Andrews Ave.Ste 103 Pompano Beach, Fl 33069
Tel 954 545-3535 Fax 954 545-3585

8-1100-126-10-000-003-0-000 - $180,536.13
8-1100-415-00-15-072-0-350 - 60,178.71
Raul Silguero 1/27/2009

INVOICE RECEIVED BY: Rey Salazar on 12/17/08
SERVICES RECEIVED BY: Hid Co on 8/31-10/11/08

Ticket Date	Ticket #	Transaction #	Dump Site	Truck #	Capacity	Percent Full	Load Origin	Zone	Material	CYD	Service Code
8/31/2008	403344	2	Precinct 1	013345	69	80	COMMUNITY DROP SITE	1	Burnable	55.20	4A
8/31/2008	403340	2	Precinct 1	013345	69	75	COMMUNITY DROP SITE	1	Burnable	51.75	4A
8/31/2008	403338	2	Precinct 1	013345	69	80	COMMUNITY DROP SITE	1	Burnable	55.20	4A
8/31/2008	403342	2	Precinct 1	013345	69	60	COMMUNITY DROP SITE	1	Burnable	41.40	4A
8/31/2008	403343	2	Precinct 1	013346	50	70	COMMUNITY DROP SITE	1	Burnable	35.00	4A
8/31/2008	403341	2	Precinct 1	013346	50	70	COMMUNITY DROP SITE	1	Burnable	35.00	4A
8/31/2008	403339	2	Precinct 1	013346	50	75	COMMUNITY DROP SITE	1	Burnable	37.50	4A
8/31/2008	403345	2	Precinct 1	013346	50	75	COMMUNITY DROP SITE	1	Burnable	37.50	4A
8/31/2008	402596	2	Precinct 1	013347	63	65	COMMUNITY DROP SITE	1	Burnable	40.95	4A
8/31/2008	402598	2	Precinct 1	013347	63	55	COMMUNITY DROP SITE	1	Burnable	34.65	4A
8/31/2008	402594	2	Precinct 1	013347	63	70	COMMUNITY DROP SITE	1	Burnable	44.10	4A
8/31/2008	402599	2	Precinct 1	013348	50	60	COMMUNITY DROP SITE	1	Burnable	30.00	4A
8/31/2008	402595	2	Precinct 1	013348	50	65	COMMUNITY DROP SITE	1	Burnable	32.50	4A
8/31/2008	402597	2	Precinct 1	013348	50	70	COMMUNITY DROP SITE	1	Burnable	35.00	4A
8/31/2008	402859	2	Precinct 2	013010	40	85	VALLE VISTA ST	2	Burnable	34.00	4A
8/31/2008	389171	2	Precinct 2	013042	27	85	UNKNOWN	2	Burnable	22.95	4A
8/31/2008	402863	2	Precinct 2	013042	27	80	UNKNOWN	2	Burnable	21.60	4A
8/31/2008	389172	2	Precinct 2	013008	32	75	3RD ST	2	Burnable	24.00	4A
8/31/2008	389174	2	Precinct 2	013042	27	75	1ST ST	2	Burnable	20.25	4A
8/31/2008	389169	2	Precinct 2	013008	32	80	UNKNOWN	2	Burnable	25.60	4A
8/31/2008	402864	2	Precinct 2	013008	32	95	UNKNOWN	2	Burnable	30.40	4A
8/31/2008	402858	2	Precinct 2	013008	32	65	UNKNOWN	2	Burnable	20.80	4A
8/31/2008	389173	2	Precinct 2	013010	40	90	UNKNOWN	2	Burnable	36.00	4A
8/31/2008	389170	2	Precinct 2	013010	40	85	UNKNOWN	2	Burnable	34.00	4A
8/31/2008	402532	2	Precinct 3	013001	39	90	UNKNOWN	3	Burnable	35.10	4A
8/31/2008	402530	2	Precinct 3	013001	39	85	UNKNOWN	3	Burnable	33.15	4A
8/31/2008	402533	2	Precinct 3	013002	39	85	UNKNOWN	3	Burnable	33.15	4A
8/31/2008	402531	2	Precinct 3	013002	39	85	UNKNOWN	3	Burnable	33.15	4A
8/31/2008	403015	2	Precinct 3	013044	51	80	20TH ST	3	Burnable	40.80	4A
8/31/2008	403014	2	Precinct 3	013043	64	85	20TH ST	3	Burnable	54.40	4A
8/31/2008	403248	2	Precinct 4	013336	66	85	COMMUNITY DROP SITE	4	Burnable	56.10	4A
8/31/2008	403244	2	Precinct 4	013336	66	75	COMMUNITY DROP SITE	4	Burnable	49.50	4A
8/31/2008	403242	2	Precinct 4	013336	66	80	COMMUNITY DROP SITE	4	Burnable	52.80	4A
8/31/2008	402767	2	Precinct 3	013339	64	80	COMMUNITY DROP SITE	4	Burnable	51.20	4A
8/31/2008	403246	2	Precinct 4	013336	66	80	COMMUNITY DROP SITE	4	Burnable	52.80	4A
8/31/2008	403150	2	Precinct 4	013338	66	85	COMMUNITY DROP SITE	4	Burnable	56.10	4A
8/31/2008	403152	2	Precinct 4	013336	66	85	COMMUNITY DROP SITE	4	Burnable	56.10	4A
8/31/2008	403254	2	Precinct 4	013035	63	70	COMMUNITY DROP SITE	4	Burnable	44.10	4A
8/31/2008	403255	2	Precinct 4	013036	50	70	COMMUNITY DROP SITE	4	Burnable	35.00	4A
8/31/2008	402931	2	Precinct 3	013044	51	90	COMMUNITY DROP SITE	4	Burnable	45.90	4A
8/31/2008	403178	2	Precinct 4	013348	50	70	COMMUNITY DROP SITE	4	Burnable	35.00	4A
8/31/2008	403176	2	Precinct 4	013348	50	75	COMMUNITY DROP SITE	4	Burnable	37.50	4A
8/31/2008	403184	2	Precinct 4	013348	50	80	COMMUNITY DROP SITE	4	Burnable	40.00	4A
8/31/2008	403182	2	Precinct 4	013348	50	70	COMMUNITY DROP SITE	4	Burnable	35.00	4A
8/31/2008	403180	2	Precinct 4	013348	50	85	COMMUNITY DROP SITE	4	Burnable	42.50	4A
8/31/2008	403186	2	Precinct 4	013348	50	85	COMMUNITY DROP SITE	4	Burnable	42.50	4A
8/31/2008	402930	2	Precinct 3	013043	64	80	COMMUNITY DROP SITE	4	Burnable	51.20	4A
8/31/2008	402339	2	Precinct 4	013341	64	75	COMMUNITY DROP SITE	4	Burnable	48.00	4A
8/31/2008	402445	2	Precinct 4	013341	64	85	COMMUNITY DROP SITE	4	Burnable	54.40	4A
8/31/2008	402447	2	Precinct 4	013341	64	75	COMMUNITY DROP SITE	4	Burnable	48.00	4A
8/31/2008	402449	2	Precinct 4	013341	64	85	COMMUNITY DROP SITE	4	Burnable	54.40	4A
8/31/2008	402439	2	Precinct 4	013341	64	70	COMMUNITY DROP SITE	4	Burnable	44.80	4A
8/31/2008	402341	2	Precinct 4	013341	64	85	COMMUNITY DROP SITE	4	Burnable	54.40	4A
8/31/2008	402443	2	Precinct 4	013341	64	75	COMMUNITY DROP SITE	4	Burnable	48.00	4A
8/31/2008	401954	2	Precinct 4	013341	64	70	COMMUNITY DROP SITE	4	Burnable	44.80	4A
8/31/2008	402446	2	Precinct 4	013342	50	85	COMMUNITY DROP SITE	4	Burnable	42.50	4A
8/31/2008	402442	2	Precinct 4	013342	50	70	COMMUNITY DROP SITE	4	Burnable	35.00	4A
8/31/2008	402440	2	Precinct 4	013342	50	75	COMMUNITY DROP SITE	4	Burnable	37.50	4A
8/31/2008	402340	2	Precinct 4	013342	50	70	COMMUNITY DROP SITE	4	Burnable	35.00	4A
8/31/2008	402342	2	Precinct 4	013342	50	85	COMMUNITY DROP SITE	4	Burnable	42.50	4A
8/31/2008	402338	2	Precinct 4	013342	50	85	COMMUNITY DROP SITE	4	Burnable	42.50	4A
8/31/2008	402444	2	Precinct 4	013342	50	80	COMMUNITY DROP SITE	4	Burnable	40.00	4A
8/31/2008	402448	2	Precinct 4	013342	50	80	COMMUNITY DROP SITE	4	Burnable	40.00	4A
8/31/2008	401955	2	Precinct 4	013342	50	70	COMMUNITY DROP SITE	4	Burnable	35.00	4A
8/31/2008	403249	2	Precinct 4	013337	51	85	COMMUNITY DROP SITE	4	Burnable	43.35	4A
8/31/2008	403243	2	Precinct 4	013337	51	85	COMMUNITY DROP SITE	4	Burnable	43.35	4A
8/31/2008	403245	2	Precinct 4	013337	51	80	COMMUNITY DROP SITE	4	Burnable	40.80	4A
8/31/2008	403153	2	Precinct 4	013337	51	90	COMMUNITY DROP SITE	4	Burnable	45.90	4A
8/31/2008	402968	2	Precinct 4	013344	50	75	COMMUNITY DROP SITE	4	Burnable	37.50	4A
8/31/2008	402970	2	Precinct 4	013344	50	80	COMMUNITY DROP SITE	4	Burnable	40.00	4A
8/31/2008	402969	2	Precinct 4	013343	64	80	COMMUNITY DROP SITE	4	Burnable	51.20	4A
8/31/2008	402967	2	Precinct 4	013343	64	75	COMMUNITY DROP SITE	4	Burnable	48.00	4A
8/31/2008	403183	2	Precinct 4	013347	63	80	COMMUNITY DROP SITE	4	Burnable	50.40	4A
8/31/2008	403179	2	Precinct 4	013347	63	80	COMMUNITY DROP SITE	4	Burnable	50.40	4A
8/31/2008	403185	2	Precinct 4	013347	63	85	COMMUNITY DROP SITE	4	Burnable	53.55	4A
8/31/2008	403175	2	Precinct 4	013347	63	80	COMMUNITY DROP SITE	4	Burnable	50.40	4A
8/31/2008	403177	2	Precinct 4	013347	63	70	COMMUNITY DROP SITE	4	Burnable	44.10	4A
8/31/2008	403181	2	Precinct 3	013347	63	70	COMMUNITY DROP SITE	4	Burnable	44.10	4A
8/31/2008	402441	2	Precinct 4	013341	64	85	COMMUNITY DROP SITE	4	Burnable	54.40	4A

8/31/2008	402768	2	Precinct 3	013340	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
8/31/2008	402917	2	Precinct 4	007297	48	90 MAGNOLIA ST	4 Bumable	43.20	4A
8/31/2008	403247	2	Precinct 4	013337	51	80 DOOLITTLE RD	4 Bumable	40.80	4A
8/31/2008	403151	2	Precinct 4	013337	51	85 DOOLITTLE RD	4 Bumable	43.35	4A
8/31/2008	402715	2	Precinct 4	007292	64	75 DAVIS RD	4 Bumable	48.00	4A
8/31/2008	402716	2	Precinct 4	007293	50	75 DAVIS RD	4 Bumable	37.50	4A
8/31/2008	402717	2	Precinct 4	007293	50	80 UNKNOWN	4 Bumable	40.00	4A
8/31/2008	402916	2	Precinct 4	007297	48	90 UNKNOWN	4 Bumable	43.20	4A
8/31/2008	402915	2	Precinct 4	007297	48	80 UNKNOWN	4 Bumable	38.40	4A
8/31/2008	402719	2	Precinct 4	007293	50	75 COMMUNITY DROP SITE	4 Bumable	37.50	4A
8/31/2008	403252	2	Precinct 4	007293	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
8/31/2008	402723	2	Precinct 4	007293	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
8/31/2008	402721	2	Precinct 4	007293	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
8/31/2008	402724	2	Precinct 4	007292	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
8/31/2008	402720	2	Precinct 4	007292	64	75 COMMUNITY DROP SITE	4 Bumable	48.00	4A
8/31/2008	403201	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
8/31/2008	403200	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
8/31/2008	403202	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
8/31/2008	402920	2	Precinct 4	007297	48	85 COMMUNITY DROP SITE	4 Bumable	40.80	4A
8/31/2008	402921	2	Precinct 4	007297	48	85 COMMUNITY DROP SITE	4 Bumable	40.80	4A
8/31/2008	402922	2	Precinct 4	007297	48	90 COMMUNITY DROP SITE	4 Bumable	43.20	4A
8/31/2008	402722	2	Precinct 4	007292	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
8/31/2008	402923	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
8/31/2008	402918	2	Precinct 4	007297	48	90 COMMUNITY DROP SITE	4 Bumable	43.20	4A
8/31/2008	402919	2	Precinct 4	007297	48	85 COMMUNITY DROP SITE	4 Bumable	40.80	4A
8/31/2008	403253	2	Precinct 4	007292	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
8/31/2008	403251	2	Precinct 4	007292	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
8/31/2008	403250	2	Site 5 - Monte Alto	007293	50	95 COMMUNITY DROP SITE	4 Bumable	47.50	4A
8/31/2008	402924	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402646	2	Precinct 1	007293	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	402309	2	Precinct 4	007293	50	95 COMMUNITY DROP SITE	4 Bumable	47.50	4A
9/1/2008	402644	2	Precinct 4	007293	50	95 COMMUNITY DROP SITE	4 Bumable	47.50	4A
9/1/2008	402320	2	Precinct 4	007293	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	402324	2	Precinct 4	007293	50	95 COMMUNITY DROP SITE	4 Bumable	47.50	4A
9/1/2008	402316	2	Precinct 4	007293	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
9/1/2008	402312	2	Precinct 4	007293	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	403256	2	Precinct 4	007293	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
9/1/2008	402315	2	Precinct 4	007292	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
9/1/2008	402319	2	Precinct 4	007292	64	95 COMMUNITY DROP SITE	4 Bumable	60.80	4A
9/1/2008	402308	2	Precinct 4	007292	64	95 COMMUNITY DROP SITE	4 Bumable	60.80	4A

9/1/2008	402311	2	Precinct 4	007292	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
9/1/2008	403257	2	Precinct 4	007292	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	402645	2	Precinct 4	007292	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
9/1/2008	402643	2	Precinct 4	007292	64	95 COMMUNITY DROP SITE	4 Bumable	60.80	4A
9/1/2008	402323	2	Precinct 4	007292	64	95 COMMUNITY DROP SITE	4 Bumable	60.80	4A
9/1/2008	402317	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402313	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	403312	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402310	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402642	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402314	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402641	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402306	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402307	2	Precinct 4	007297	48	90 COMMUNITY DROP SITE	4 Bumable	43.20	4A
9/1/2008	402318	2	Precinct 4	007297	48	90 COMMUNITY DROP SITE	4 Bumable	43.20	4A
9/1/2008	402971	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402322	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	402321	2	Precinct 4	007297	48	95 COMMUNITY DROP SITE	4 Bumable	45.60	4A
9/1/2008	399581	2	Precinct 4	013342	50	80 DOOLITTLE RD	4 Bumable	40.00	4A
9/1/2008	399644	2	Precinct 4	013346	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	401472	2	Precinct 4	013346	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
9/1/2008	399586	2	Precinct 4	013341	64	50 COMMUNITY DROP SITE	4 Bumable	32.00	4A
9/1/2008	401466	2	Precinct 4	013346	50	95 COMMUNITY DROP SITE	4 Bumable	47.50	4A
9/1/2008	399640	2	Precinct 4	013346	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
9/1/2008	399646	2	Precinct 4	013346	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
9/1/2008	402537	2	Precinct 4	013346	50	60 COMMUNITY DROP SITE	4 Bumable	30.00	4A
9/1/2008	401462	2	Precinct 4	013346	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
9/1/2008	399554	2	Precinct 4	013343	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	401959	2	Precinct 4	013343	64	75 COMMUNITY DROP SITE	4 Bumable	48.00	4A
9/1/2008	399564	2	Precinct 4	013343	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	401470	2	Precinct 4	013337	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	403155	2	Precinct 4	013337	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	402524	2	Precinct 4	013337	51	75 COMMUNITY DROP SITE	4 Bumable	38.25	4A
9/1/2008	402070	2	Precinct 4	013337	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	402074	2	Precinct 4	013337	51	90 COMMUNITY DROP SITE	4 Bumable	45.90	4A
9/1/2008	401956	2	Precinct 4	013344	50	60 COMMUNITY DROP SITE	4 Bumable	30.00	4A
9/1/2008	399555	2	Precinct 4	013344	50	80 COMMUNITY DROP SITE	4 Bumable	40.00	4A
9/1/2008	399551	2	Precinct 4	013344	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	399559	2	Precinct 4	013344	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	399568	2	Precinct 4	013343	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A

9/1/2008	399550	2	Precinct 4	013343	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399574	2	Precinct 4	013343	64	50 COMMUNITY DROP SITE	4 Bumable	32.00	4A
9/1/2008	399558	2	Precinct 4	013343	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399639	2	Precinct 4	013345	69	90 COMMUNITY DROP SITE	4 Bumable	62.10	4A
9/1/2008	401465	2	Precinct 4	013345	69	85 COMMUNITY DROP SITE	4 Bumable	58.65	4A
9/1/2008	402536	2	Precinct 4	013345	69	85 COMMUNITY DROP SITE	4 Bumable	58.65	4A
9/1/2008	401461	2	Precinct 4	013345	69	85 COMMUNITY DROP SITE	4 Bumable	58.65	4A
9/1/2008	399645	2	Precinct 4	013345	69	90 COMMUNITY DROP SITE	4 Bumable	62.10	4A
9/1/2008	401471	2	Precinct 4	013345	69	85 COMMUNITY DROP SITE	4 Bumable	58.65	4A
9/1/2008	399643	2	Precinct 4	013345	69	90 COMMUNITY DROP SITE	4 Bumable	62.10	4A
9/1/2008	401960	2	Precinct 4	013344	50	75 COMMUNITY DROP SITE	4 Bumable	37.50	4A
9/1/2008	399565	2	Precinct 4	013344	50	80 COMMUNITY DROP SITE	4 Bumable	40.00	4A
9/1/2008	399569	2	Precinct 4	013344	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	399577	2	Precinct 4	013342	50	80 COMMUNITY DROP SITE	4 Bumable	40.00	4A
9/1/2008	403131	2	Precinct 4	013342	50	75 COMMUNITY DROP SITE	4 Bumable	37.50	4A
9/1/2008	399587	2	Precinct 4	013342	50	65 COMMUNITY DROP SITE	4 Bumable	32.50	4A
9/1/2008	403135	2	Precinct 4	013342	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	399585	2	Precinct 4	013342	50	90 COMMUNITY DROP SITE	4 Bumable	45.00	4A
9/1/2008	401957	2	Precinct 4	013339	64	70 COMMUNITY DROP SITE	4 Bumable	44.80	4A
9/1/2008	403139	2	Precinct 4	013342	50	80 COMMUNITY DROP SITE	4 Bumable	40.00	4A
9/1/2008	403142	2	Precinct 4	013342	50	75 COMMUNITY DROP SITE	4 Bumable	37.50	4A
9/1/2008	403143	2	Precinct 4	013341	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	403138	2	Precinct 4	013341	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	403134	2	Precinct 4	013341	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399573	2	Precinct 4	013340	50	80 COMMUNITY DROP SITE	4 Bumable	40.00	4A
9/1/2008	399552	2	Precinct 4	013340	50	70 COMMUNITY DROP SITE	4 Bumable	35.00	4A
9/1/2008	399563	2	Precinct 4	013340	50	70 COMMUNITY DROP SITE	4 Bumable	35.00	4A
9/1/2008	401958	2	Precinct 4	013340	50	65 COMMUNITY DROP SITE	4 Bumable	32.50	4A
9/1/2008	399567	2	Precinct 4	013340	50	60 COMMUNITY DROP SITE	4 Bumable	30.00	4A
9/1/2008	399561	2	Precinct 4	013340	50	80 COMMUNITY DROP SITE	4 Bumable	40.00	4A
9/1/2008	402973	2	Precinct 4	013340	50	60 COMMUNITY DROP SITE	4 Bumable	30.00	4A
9/1/2008	399571	2	Precinct 4	013340	50	70 COMMUNITY DROP SITE	4 Bumable	35.00	4A
9/1/2008	399557	2	Precinct 4	013340	50	70 COMMUNITY DROP SITE	4 Bumable	35.00	4A
9/1/2008	399576	2	Precinct 4	013341	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399580	2	Precinct 4	013341	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	399584	2	Precinct 4	013341	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
9/1/2008	403130	2	Precinct 4	013341	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399572	2	Precinct 4	013339	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	399566	2	Precinct 4	013339	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399562	2	Precinct 4	013339	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A

9/1/2008	399636	2	Precinct 4	013044	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	399626	2	Precinct 4	013044	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	399638	2	Precinct 4	013044	51	80 COMMUNITY DROP SITE	4 Bumable	40.80	4A
9/1/2008	399648	2	Precinct 4	013044	51	75 COMMUNITY DROP SITE	4 Bumable	38.25	4A
9/1/2008	399642	2	Precinct 4	013044	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	399630	2	Precinct 4	013044	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	399628	2	Precinct 4	013044	51	90 COMMUNITY DROP SITE	4 Bumable	45.90	4A
9/1/2008	399634	2	Precinct 4	013044	51	90 COMMUNITY DROP SITE	4 Bumable	45.90	4A
9/1/2008	399632	2	Precinct 4	013044	51	80 COMMUNITY DROP SITE	4 Bumable	40.80	4A
9/1/2008	399629	2	Precinct 4	013043	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	403313	2	Precinct 4	013043	64	60 COMMUNITY DROP SITE	4 Bumable	38.40	4A
9/1/2008	399625	2	Precinct 4	013043	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399637	2	Precinct 4	013043	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
9/1/2008	399647	2	Precinct 4	013043	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	399641	2	Precinct 4	013043	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399633	2	Precinct 4	013043	64	90 COMMUNITY DROP SITE	4 Bumable	57.60	4A
9/1/2008	399631	2	Precinct 4	013043	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	399627	2	Precinct 4	013043	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	399635	2	Precinct 4	013043	64	85 COMMUNITY DROP SITE	4 Bumable	54.40	4A
9/1/2008	403133	2	Precinct 4	013036	50	75 COMMUNITY DROP SITE	4 Bumable	37.50	4A
9/1/2008	403141	2	Precinct 4	013036	50	70 COMMUNITY DROP SITE	4 Bumable	35.00	4A
9/1/2008	403137	2	Precinct 4	013036	50	70 COMMUNITY DROP SITE	4 Bumable	35.00	4A
9/1/2008	399583	2	Precinct 4	013036	50	80 COMMUNITY DROP SITE	4 Bumable	40.00	4A
9/1/2008	403145	2	Precinct 4	013036	50	75 COMMUNITY DROP SITE	4 Bumable	37.50	4A
9/1/2008	402535	2	Precinct 4	013036	50	75 COMMUNITY DROP SITE	4 Bumable	37.50	4A
9/1/2008	399579	2	Precinct 4	013036	50	85 COMMUNITY DROP SITE	4 Bumable	42.50	4A
9/1/2008	403154	2	Precinct 4	013336	66	80 COMMUNITY DROP SITE	4 Bumable	52.80	4A
9/1/2008	401463	2	Precinct 4	013336	66	85 COMMUNITY DROP SITE	4 Bumable	56.10	4A
9/1/2008	402523	2	Precinct 4	013336	66	80 COMMUNITY DROP SITE	4 Bumable	52.80	4A
9/1/2008	402069	2	Precinct 4	013336	66	85 COMMUNITY DROP SITE	4 Bumable	56.10	4A
9/1/2008	402067	2	Precinct 4	013040	51	75 COMMUNITY DROP SITE	4 Bumable	38.25	4A
9/1/2008	402064	2	Precinct 4	013040	51	80 COMMUNITY DROP SITE	4 Bumable	40.80	4A
9/1/2008	402071	2	Precinct 4	013040	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	402065	2	Precinct 4	013040	51	55 COMMUNITY DROP SITE	4 Bumable	28.05	4A
9/1/2008	402068	2	Precinct 4	013041	62	85 COMMUNITY DROP SITE	4 Bumable	52.70	4A
9/1/2008	402072	2	Precinct 4	013041	62	90 COMMUNITY DROP SITE	4 Bumable	55.80	4A
9/1/2008	402063	2	Precinct 4	013041	62	85 COMMUNITY DROP SITE	4 Bumable	52.70	4A
9/1/2008	402066	2	Precinct 4	013041	62	75 COMMUNITY DROP SITE	4 Bumable	46.50	4A
9/1/2008	403140	2	Precinct 4	013035	63	65 COMMUNITY DROP SITE	4 Bumable	40.95	4A
9/1/2008	403136	2	Precinct 4	013035	63	70 COMMUNITY DROP SITE	4 Bumable	44.10	4A

9/1/2008	399582	2	Precinct 4	013035	63	85 COMMUNITY DROP SITE	4 Bumable	53.55	4A
9/1/2008	403132	2	Precinct 4	013035	63	80 COMMUNITY DROP SITE	4 Bumable	50.40	4A
9/1/2008	402534	2	Precinct 4	013035	63	70 COMMUNITY DROP SITE	4 Bumable	44.10	4A
9/1/2008	399578	2	Precinct 4	013035	63	85 COMMUNITY DROP SITE	4 Bumable	53.55	4A
9/1/2008	403144	2	Precinct 4	013035	63	80 COMMUNITY DROP SITE	4 Bumable	50.40	4A
9/1/2008	399553	2	Precinct 4	013339	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	399570	2	Precinct 4	013339	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	399556	2	Precinct 4	013339	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	402974	2	Precinct 4	013339	64	75 COMMUNITY DROP SITE	4 Bumable	48.00	4A
9/1/2008	399560	2	Precinct 4	013339	64	80 COMMUNITY DROP SITE	4 Bumable	51.20	4A
9/1/2008	403315	2	Precinct 4	013337	51	80 COMMUNITY DROP SITE	4 Bumable	40.80	4A
9/1/2008	401484	2	Precinct 4	013337	51	80 COMMUNITY DROP SITE	4 Bumable	40.80	4A
9/1/2008	401488	2	Precinct 4	013337	51	85 COMMUNITY DROP SITE	4 Bumable	43.35	4A
9/1/2008	401469	2	Precinct 4	013336	66	80 COMMUNITY DROP SITE	4 Bumable	52.80	4A
9/1/2008	403314	2	Precinct 4	013336	66	80 COMMUNITY DROP SITE	4 Bumable	52.80	4A
9/1/2008	401467	2	Precinct 4	013336	66	85 COMMUNITY DROP SITE	4 Bumable	56.10	4A
9/1/2008	402073	2	Precinct 4	013336	66	85 COMMUNITY DROP SITE	4 Bumable	56.10	4A
9/2/2008	399831	2	Precinct 3	013341	64	65 JENNIFER ST	3 Bumable	41.60	4A
9/2/2008	399829	2	Precinct 3	013341	64	85 JENNIFER ST	3 Bumable	54.40	4A
9/2/2008	399830	2	Precinct 3	013342	50	80 JENNIFER ST	3 Bumable	40.00	4A
9/2/2008	399832	2	Precinct 3	013342	50	70 JENNIFER ST	3 Bumable	35.00	4A
9/2/2008	399826	2	Precinct 3	013342	50	75 INSPIRATION RD	3 Bumable	37.50	4A
9/2/2008	399834	2	Precinct 3	013342	50	40 MINNESOTA RD	3 Bumable	20.00	4A
9/2/2008	399827	2	Precinct 3	013341	64	65 UNKNOWN	3 Bumable	41.60	4A
9/2/2008	399825	2	Precinct 3	013341	64	55 INSPIRATION RD	3 Bumable	35.20	4A
9/2/2008	399828	2	Precinct 3	013342	50	75 UNKNOWN	3 Bumable	37.50	4A
9/2/2008	399833	2	Precinct 3	013341	64	50 UNKNOWN	3 Bumable	32.00	4A
9/2/2008	401724	2	Precinct 2	013008	32	80 UNKNOWN	2 Bumable	25.60	4A
9/2/2008	401723	2	Precinct 2	013010	40	85 UNKNOWN	2 Bumable	34.00	4A
9/2/2008	401722	2	Precinct 2	013008	32	85 UNKNOWN	2 Bumable	27.20	4A
9/2/2008	396863	2	Precinct 2	013029	73	75 EASY ST	2 Bumable	54.75	4A
9/2/2008	399707	2	Precinct 2	013042	27	80 LARK DR	2 Bumable	21.60	4A
9/2/2008	399700	2	Precinct 2	013010	40	85 NEBRASKA ST	2 Bumable	34.00	4A
9/2/2008	399701	2	Precinct 2	013042	27	75 NEBRASKA ST	2 Bumable	20.25	4A
9/2/2008	399702	2	Precinct 2	013008	32	65 NEBRASKA ST	2 Bumable	20.80	4A
9/2/2008	399703	2	Precinct 2	013010	40	75 RIDGE RD	2 Bumable	30.00	4A
9/2/2008	399706	2	Precinct 2	013010	40	70 WHITEWING AVE	2 Bumable	28.00	4A
9/2/2008	399705	2	Precinct 2	013008	32	75 WHITEWING AVE	2 Bumable	24.00	4A
9/2/2008	399704	2	Precinct 2	013042	27	80 WHITEWING AVE	2 Bumable	21.60	4A
9/2/2008	399708	2	Precinct 2	013008	32	80 QUAIL ST	2 Bumable	25.60	4A

9/2/2008	402227	2	Precinct 2	013011	67	90 MILE 9 RD	1 Bumable	60.30	4A
9/2/2008	402228	2	Precinct 1	013012	60	75 MILE 9 RD	1 Bumable	45.00	4A
9/2/2008	402542	2	Site 5 - Monte Alto	013023	67	90 MIDWAY RD	1 Bumable	60.30	4A
9/2/2008	402540	2	Site 5 - Monte Alto	013023	67	85 MIDWAY RD	1 Bumable	56.95	4A
9/2/2008	402232	2	Precinct 2	013012	60	80 MILE 10 RD	1 Bumable	48.00	4A
9/2/2008	402231	2	Precinct 2	013011	67	80 MILE 10 RD	1 Bumable	53.60	4A
9/2/2008	402230	2	Precinct 2	013012	60	90 NEBRASKA ST	1 Bumable	54.00	4A
9/2/2008	402229	2	Precinct 2	013011	67	85 NEBRASKA ST	1 Bumable	56.95	4A
9/2/2008	402226	2	Precinct 2	013012	60	80 VAL VERDE RD	1 Bumable	48.00	4A
9/2/2008	402225	2	Precinct 2	013011	67	85 VAL VERDE RD	1 Bumable	56.95	4A
9/2/2008	402539	2	Site 5 - Monte Alto	013024	57	80 SUGAR CANE DR	1 Bumable	45.60	4A
9/2/2008	402538	2	Site 5 - Monte Alto	013023	67	75 SUGAR CANE DR	1 Bumable	50.25	4A
9/2/2008	399751	2	Precinct 2	013014	60	80 UNKNOWN	1 Bumable	48.00	4A
9/2/2008	399752	2	Precinct 2	013013	68	80 UNKNOWN	1 Bumable	54.40	4A
9/2/2008	399750	2	Precinct 2	013013	68	80 UNKNOWN	1 Bumable	54.40	4A
9/2/2008	400000	2	Site 5 - Monte Alto	013015	65	65 UNKNOWN	1 Bumable	42.25	4A
9/2/2008	399755	2	Site 5 - Monte Alto	013014	60	80 UNKNOWN	1 Bumable	48.00	4A
9/2/2008	399753	2	Precinct 2	013014	60	80 UNKNOWN	1 Bumable	48.00	4A
9/2/2008	399754	2	Site 5 - Monte Alto	013013	68	75 UNKNOWN	1 Bumable	51.00	4A
9/2/2008	399601	2	Site 5 - Monte Alto	013015	65	80 BETHANY DR	1 Bumable	52.00	4A
9/2/2008	402541	2	Site 5 - Monte Alto	013024	57	85 MIDWAY RD	1 Bumable	48.45	4A
9/2/2008	400030	2	Precinct 4	007293	50	85 JASMIN RD	4 Bumable	42.50	4A
9/2/2008	400029	2	Precinct 4	007292	64	85 JASMIN RD	4 Bumable	54.40	4A
9/2/2008	399976	2	Precinct 4	013334	48	80 83RD ST	4 Bumable	36.80	4A
9/2/2008	399975	2	Precinct 4	013007	44	85 83RD ST	4 Bumable	37.40	4A
9/2/2008	400031	2	Precinct 4	007292	64	75 JASMINE AVE	4 Bumable	48.00	4A
9/2/2008	401564	2	Precinct 4	007297	48	95 CEDRO AVE	4 Bumable	45.60	4A
9/2/2008	400027	2	Precinct 4	007292	64	95 UNKNOWN	4 Bumable	60.80	4A
9/2/2008	400025	2	Precinct 4	007292	64	90 UNKNOWN	4 Bumable	57.60	4A
9/2/2008	400026	2	Precinct 4	007293	50	95 UNKNOWN	4 Bumable	47.50	4A
9/2/2008	400028	2	Precinct 4	007293	50	95 UNKNOWN	4 Bumable	47.50	4A
9/2/2008	401560	2	Precinct 4	007297	48	90 UNKNOWN	4 Bumable	43.20	4A
9/2/2008	401559	2	Precinct 4	007297	48	85 UNKNOWN	4 Bumable	40.80	4A
9/2/2008	401565	2	Precinct 4	007297	48	95 UNKNOWN	4 Bumable	45.60	4A
9/2/2008	401562	2	Precinct 4	007297	48	85 UNKNOWN	4 Bumable	40.80	4A
9/2/2008	401566	2	Precinct 4	007297	48	90 UNKNOWN	4 Bumable	43.20	4A
9/2/2008	401561	2	Precinct 4	007297	48	90 UNKNOWN	4 Bumable	43.20	4A
9/2/2008	401563	2	Precinct 4	007297	48	90 UNKNOWN	4 Bumable	43.20	4A
9/2/2008	401567	2	Precinct 4	007297	48	90 UNKNOWN	4 Bumable	43.20	4A
9/3/2008	401569	2	Precinct 4	007297	48	95 UNKNOWN	4 Bumable	45.60	4A

9/3/2008	399756	2	Precinct 4	007292	64	90 UNKNOWN	4 Bumable	57.60	4A
9/3/2008	401568	2	Precinct 4	007297	48	90 UNKNOWN	4 Bumable	43.20	4A
9/3/2008	399680	2	Precinct 4	013334	46	90 UNKNOWN	4 Bumable	41.40	4A
9/3/2008	399979	2	Precinct 4	013007	44	90 UNKNOWN	4 Bumable	39.60	4A
9/3/2008	403284	2	Precinct 4	013349	69	80 UNKNOWN	4 Bumable	55.20	4A
9/3/2008	403285	2	Precinct 4	013000	69	75 UNKNOWN	4 Bumable	51.75	4A
9/3/2008	403188	2	Precinct 4	013348	50	70 COMMUNITY DROP SITE	4 Bumable	35.00	4A
9/3/2008	399757	2	Precinct 4	007292	64	85 MCKINLEY AVE	4 Bumable	54.40	4A
9/3/2008	399977	2	Precinct 4	013007	44	80 84TH ST	4 Bumable	35.20	4A
9/3/2008	399978	2	Precinct 4	013334	46	80 84TH ST	4 Bumable	36.80	4A
9/3/2008	403287	2	Precinct 3	013000	69	85 BENTSEN RD	4 Bumable	58.65	4A
9/3/2008	403286	2	Precinct 3	013349	69	80 BENTSEN RD	4 Bumable	55.20	4A
9/3/2008	403187	2	Precinct 3	013347	63	70 COMMUNITY DROP SITE	4 Bumable	44.10	4A
9/3/2008	403282	2	Precinct 4	013349	69	65 OXFORD RD	4 Bumable	44.85	4A
9/3/2008	403283	2	Precinct 4	013000	69	85 OXFORD RD	4 Bumable	58.65	4A
9/3/2008	402238	2	Precinct 2	013012	60	95 LA BLANCA DR	1 Bumable	57.00	4A
9/3/2008	399678	2	Site 5 - Monte Alto	013015	65	85 MILE 10 RD	1 Bumable	55.25	4A
9/3/2008	399679	2	Site 5 - Monte Alto	013015	65	80 HOUSTON AVE	1 Bumable	52.00	4A
9/3/2008	400039	2	Precinct 1	013014	60	85 INTERNATIONAL BLVD	1 Bumable	51.00	4A
9/3/2008	400038	2	Precinct 1	013013	68	75 INTERNATIONAL BLVD	1 Bumable	51.00	4A
9/3/2008	402547	2	Site 5 - Monte Alto	013023	67	90 JUAREZ ST	1 Bumable	60.30	4A
9/3/2008	402546	2	Site 5 - Monte Alto	013024	57	90 JUAREZ ST	1 Bumable	51.30	4A
9/3/2008	402236	2	Precinct 2	013012	60	95 BLANCA ST	1 Bumable	57.00	4A
9/3/2008	402239	2	Site 5 - Monte Alto	013011	67	75 UNKNOWN	1 Bumable	50.25	4A
9/3/2008	402233	2	Precinct 2	013011	67	80 UNKNOWN	1 Bumable	53.60	4A
9/3/2008	402235	2	Precinct 2	013011	67	75 UNKNOWN	1 Bumable	50.25	4A
9/3/2008	402237	2	Precinct 2	013011	67	85 UNKNOWN	1 Bumable	56.95	4A
9/3/2008	400035	2	Precinct 2	013014	60	90 UNKNOWN	1 Bumable	54.00	4A
9/3/2008	402240	2	Site 5 - Monte Alto	013012	60	85 UNKNOWN	1 Bumable	51.00	4A
9/3/2008	402234	2	Precinct 2	013012	60	85 UNKNOWN	1 Bumable	51.00	4A
9/3/2008	400032	2	Precinct 2	013013	68	75 UNKNOWN	1 Bumable	51.00	4A
9/3/2008	400036	2	Precinct 2	013013	68	75 UNKNOWN	1 Bumable	51.00	4A
9/3/2008	400034	2	Precinct 2	013013	68	80 UNKNOWN	1 Bumable	54.40	4A
9/3/2008	399711	2	Precinct 1	013018	62	90 UNKNOWN	1 Bumable	55.80	4A
9/3/2008	399712	2	Precinct 1	013019	50	95 UNKNOWN	1 Bumable	47.50	4A
9/3/2008	402545	2	Site 5 - Monte Alto	013024	57	90 VICTORIA RD	1 Bumable	51.30	4A
9/3/2008	402544	2	Site 5 - Monte Alto	013023	67	85 VICTORIA RD	1 Bumable	56.95	4A
9/3/2008	399716	2	Precinct 1	013018	62	90 ROOSEVELT ST	1 Bumable	55.80	4A
9/3/2008	399715	2	Precinct 1	013019	50	95 ROSA LN	1 Bumable	47.50	4A
9/3/2008	399714	2	Precinct 1	013018	62	95 MILE 11 RD	1 Bumable	58.90	4A

9/3/2008	399713	2	Precinct 1	013019	50	95 MILE 11 RD	1 Bumable	47.50	4A
9/3/2008	400037	2	Precinct 2	013014	60	80 MILE 7 RD	1 Bumable	48.00	4A
9/3/2008	399602	2	Site 5 - Monte Alto	013015	65	75 MILE 12 RD	1 Bumable	48.75	4A
9/3/2008	399677	2	Precinct 2	013015	65	80 MILE 13 RD	1 Bumable	52.00	4A
9/3/2008	399676	2	Site 5 - Monte Alto	013015	65	85 MILE 13 RD	1 Bumable	55.25	4A
9/3/2008	399675	2	Site 5 - Monte Alto	013015	65	80 MILE 13 RD	1 Bumable	52.00	4A
9/3/2008	399603	2	Precinct 2	013008	32	85 QUAIL ST	2 Bumable	27.20	4A
9/3/2008	399605	2	Precinct 2	013008	32	90 QUAIL ST	2 Bumable	28.80	4A
9/3/2008	399606	2	Precinct 2	013008	32	85 QUAIL ST	2 Bumable	27.20	4A
9/3/2008	399604	2	Precinct 2	013010	40	75 QUAIL ST	2 Bumable	30.00	4A
9/3/2008	399983	2	Precinct 2	013332	52	80 MOORE RD	2 Bumable	41.60	4A
9/3/2008	399617	2	Precinct 2	013008	32	80 SAN ANTONIO CIR	2 Bumable	25.60	4A
9/3/2008	399622	2	Precinct 2	013008	32	60 SAN MARCOS ST	2 Bumable	19.20	4A
9/3/2008	399865	2	Precinct 2	013029	73	95 SUNSET DR	2 Bumable	69.35	4A
9/3/2008	399866	2	Precinct 2	013029	73	85 SUNSET DR	2 Bumable	62.05	4A
9/3/2008	399610	2	Precinct 2	013042	27	85 PELICAN AVE	2 Bumable	22.95	4A
9/3/2008	399864	2	Precinct 2	013029	73	85 EASY ST	2 Bumable	62.05	4A
9/3/2008	399618	2	Precinct 2	013042	27	90 UNKNOWN	2 Bumable	24.30	4A
9/3/2008	399619	2	Precinct 2	013042	27	75 UNKNOWN	2 Bumable	20.25	4A
9/3/2008	399623	2	Precinct 2	013042	27	85 UNKNOWN	2 Bumable	22.95	4A
9/3/2008	399607	2	Precinct 2	013042	27	75 UNKNOWN	2 Bumable	20.25	4A
9/3/2008	399620	2	Precinct 2	013008	32	80 UNKNOWN	2 Bumable	25.60	4A
9/3/2008	399608	2	Precinct 2	013008	32	80 UNKNOWN	2 Bumable	25.60	4A
9/3/2008	399613	2	Precinct 2	013042	27	95 1ST ST	2 Bumable	25.65	4A
9/3/2008	399614	2	Precinct 2	013008	32	75 UNKNOWN	2 Bumable	24.00	4A
9/3/2008	399867	2	Precinct 2	013029	73	85 UNKNOWN	2 Bumable	62.05	4A
9/3/2008	399868	2	Precinct 2	013029	73	95 UNKNOWN	2 Bumable	69.35	4A
9/3/2008	399611	2	Precinct 2	013008	32	75 3RD ST	2 Bumable	24.00	4A
9/3/2008	399908	2	Precinct 2	013037	50	80 UNKNOWN	2 Bumable	40.00	4A
9/3/2008	399612	2	Precinct 2	013010	40	75 UNKNOWN	2 Bumable	30.00	4A
9/3/2008	399609	2	Precinct 2	013010	40	90 UNKNOWN	2 Bumable	36.00	4A
9/3/2008	399621	2	Precinct 2	013010	40	80 UNKNOWN	2 Bumable	32.00	4A
9/3/2008	399616	2	Precinct 2	013010	40	90 UNKNOWN	2 Bumable	36.00	4A
9/3/2008	400033	2	Precinct 2	013014	60	80 UNKNOWN	2 Bumable	48.00	4A
9/3/2008	399984	2	Precinct 2	013332	52	90 UNKNOWN	2 Bumable	46.80	4A
9/3/2008	399982	2	Precinct 2	013332	52	70 UNKNOWN	2 Bumable	36.40	4A
9/3/2008	399838	2	Precinct 3	013342	50	50 UNKNOWN	3 Bumable	25.00	4A
9/3/2008	399840	2	Precinct 3	013342	50	90 UNKNOWN	3 Bumable	45.00	4A
9/3/2008	403215	2	Precinct 3	013347	63	75 HOLLAND AVE	3 Bumable	47.25	4A
9/3/2008	399841	2	Precinct 3	013341	64	75 UNKNOWN	3 Bumable	48.00	4A

9/3/2008	399839	2	Precinct 3	013341	64	85 UNKNOWN	3 Burnable	54.40	4A
9/3/2008	399837	2	Precinct 3	013341	64	65 UNKNOWN	3 Burnable	41.60	4A
9/3/2008	399835	2	Precinct 3	013341	64	80 STEWART BLVD	3 Burnable	51.20	4A
9/3/2008	399836	2	Precinct 3	013342	50	80 STEWART RD	3 Burnable	40.00	4A
9/4/2008	400329	2	Precinct 3	013339	64	90 INSPIRATION RD	3 Burnable	57.60	4A
9/4/2008	399844	2	Precinct 3	013342	50	80 NOGALES ST	3 Burnable	40.00	4A
9/4/2008	399843	2	Precinct 3	013341	64	85 NOGALES ST	3 Burnable	54.40	4A
9/4/2008	400330	2	Precinct 3	013340	50	90 INSPIRATION RD	3 Burnable	45.00	4A
9/4/2008	399846	2	Precinct 3	013342	50	80 UNKNOWN	3 Burnable	40.00	4A
9/4/2008	403217	2	Precinct 3	013342	50	85 UNKNOWN	3 Burnable	42.50	4A
9/4/2008	399848	2	Precinct 3	013342	50	70 UNKNOWN	3 Burnable	35.00	4A
9/4/2008	399847	2	Precinct 3	013341	64	65 UNKNOWN	3 Burnable	41.60	4A
9/4/2008	399845	2	Precinct 3	013341	64	80 UNKNOWN	3 Burnable	51.20	4A
9/4/2008	399849	2	Precinct 3	013341	64	80 UNKNOWN	3 Burnable	51.20	4A
9/4/2008	399870	2	Precinct 2	013029	73	85 UNKNOWN	2 Burnable	62.05	4A
9/4/2008	399872	2	Precinct 2	013029	73	90 UNKNOWN	2 Burnable	65.70	4A
9/4/2008	399871	2	Precinct 2	013029	73	80 GARDENIA ST	2 Burnable	58.40	4A
9/4/2008	400153	2	Precinct 2	013335	57	85 MINNESOTA RD	2 Burnable	48.45	4A
9/4/2008	400152	2	Precinct 2	013335	57	80 MINNESOTA RD	2 Burnable	45.60	4A
9/4/2008	400151	2	Precinct 2	013335	57	75 MINNESOTA RD	2 Burnable	42.75	4A
9/4/2008	400150	2	Precinct 2	013335	57	85 RIO GRANDE CIR	2 Burnable	48.45	4A
9/4/2008	403078	2	Precinct 1	013024	57	85 COMMUNITY DROP SITE	1 Burnable	48.45	4A
9/4/2008	403077	2	Precinct 1	013023	67	95 COMMUNITY DROP SITE	1 Burnable	63.65	4A
9/4/2008	399762	2	Site 5 - Monte Alto	013015	65	85 WEAVER AVE	1 Burnable	55.25	4A
9/4/2008	399760	2	Site 5 - Monte Alto	013015	65	75 DIANA ST	1 Burnable	48.75	4A
9/4/2008	399759	2	Site 5 - Monte Alto	013015	65	85 MILE 16 RD	1 Burnable	55.25	4A
9/4/2008	399761	2	Site 5 - Monte Alto	013015	65	80 MILE 16 RD	1 Burnable	52.00	4A
9/4/2008	400254	2	Site 5 - Monte Alto	013042	27	85 MILE 11 RD	1 Burnable	22.95	4A
9/4/2008	400257	2	Site 5 - Monte Alto	013042	27	80 MILE 11 RD	1 Burnable	21.60	4A
9/4/2008	400255	2	Site 5 - Monte Alto	013010	40	75 MILE 11 RD	1 Burnable	30.00	4A
9/4/2008	400258	2	Site 5 - Monte Alto	013010	40	85 MILE 11 RD	1 Burnable	34.00	4A
9/4/2008	400256	2	Site 5 - Monte Alto	013008	32	80 MILE 11 RD	1 Burnable	25.60	4A
9/4/2008	400259	2	Site 5 - Monte Alto	013008	32	85 MILE 11 RD	1 Burnable	27.20	4A
9/4/2008	400260	2	Site 5 - Monte Alto	013008	32	85 MILE 11 RD	1 Burnable	27.20	4A
9/4/2008	400253	2	Site 5 - Monte Alto	013008	32	80 TEXAS BLVD	1 Burnable	25.60	4A
9/4/2008	400252	2	Site 5 - Monte Alto	013010	40	80 TEXAS BLVD	1 Burnable	32.00	4A
9/4/2008	402548	2	Precinct 1	013023	67	90 MIDWAY RD	1 Burnable	60.30	4A
9/4/2008	400043	2	Site 5 - Monte Alto	013014	60	85 UNKNOWN	1 Burnable	51.00	4A
9/4/2008	400042	2	Site 5 - Monte Alto	013013	68	85 UNKNOWN	1 Burnable	57.80	4A
9/4/2008	402244	2	Site 5 - Monte Alto	013012	60	80 UNKNOWN	1 Burnable	48.00	4A

9/4/2008	402248	2	Site 5 - Monte Alto	013012	60	85 UNKNOWN	1 Burnable	51.00	4A
9/4/2008	402246	2	Site 5 - Monte Alto	013012	60	85 UNKNOWN	1 Burnable	51.00	4A
9/4/2008	402243	2	Site 5 - Monte Alto	013011	67	75 UNKNOWN	1 Burnable	50.25	4A
9/4/2008	402247	2	Site 5 - Monte Alto	013011	67	75 UNKNOWN	1 Burnable	50.25	4A
9/4/2008	402245	2	Site 5 - Monte Alto	013011	67	80 UNKNOWN	1 Burnable	53.60	4A
9/4/2008	399624	2	Site 5 - Monte Alto	013010	40	85 UNKNOWN	1 Burnable	34.00	4A
9/4/2008	400251	2	Site 5 - Monte Alto	013008	32	85 UNKNOWN	1 Burnable	27.20	4A
9/4/2008	400250	2	Site 5 - Monte Alto	013042	27	80 UNKNOWN	1 Burnable	21.60	4A
9/4/2008	400040	2	Precinct 1	013013	68	80 ASH ST	1 Burnable	54.40	4A
9/4/2008	400041	2	Precinct 1	013014	60	75 ASH ST	1 Burnable	45.00	4A
9/4/2008	402241	2	Site 5 - Monte Alto	013011	67	80 ESPERANZA ST	1 Burnable	53.60	4A
9/4/2008	402242	2	Site 5 - Monte Alto	013012	60	85 ESPERANZA ST	1 Burnable	51.00	4A
9/4/2008	402549	2	Precinct 1	013024	57	95 MIDWAY RD	1 Burnable	54.15	4A
9/4/2008	403288	2	Precinct 4	013349	69	75 DEPOT RD	4 Burnable	51.75	4A
9/4/2008	403289	2	Precinct 4	013000	69	85 DEPOT RD	4 Burnable	58.65	4A
9/4/2008	403290	2	Precinct 4	013349	69	75 UNKNOWN	4 Burnable	51.75	4A
9/4/2008	403291	2	Precinct 4	013000	69	85 UNKNOWN	4 Burnable	58.65	4A
9/4/2008	399739	2	Precinct 3	013041	62	75 UNKNOWN	4 Burnable	46.50	4A
9/4/2008	399740	2	Precinct 3	013040	51	75 UNKNOWN	4 Burnable	38.25	4A
9/5/2008	403298	2	Precinct 4	013349	69	75 UNKNOWN	4 Burnable	51.75	4A
9/5/2008	403294	2	Precinct 4	013349	69	80 UNKNOWN	4 Burnable	55.20	4A
9/5/2008	403296	2	Precinct 4	013349	69	80 UNKNOWN	4 Burnable	55.20	4A
9/5/2008	403295	2	Precinct 4	013000	69	80 UNKNOWN	4 Burnable	55.20	4A
9/5/2008	403299	2	Precinct 4	013000	69	80 UNKNOWN	4 Burnable	55.20	4A
9/5/2008	403297	2	Precinct 4	013000	69	75 JASMIN RD	4 Burnable	51.75	4A
9/5/2008	403293	2	Precinct 4	013000	69	80 29TH ST	4 Burnable	55.20	4A
9/5/2008	403292	2	Precinct 4	013349	69	85 29TH ST	4 Burnable	58.65	4A
9/5/2008	399763	2	Site 5 - Monte Alto	013015	65	70 LOPEZ DR	1 Burnable	45.50	4A
9/5/2008	400047	2	Site 5 - Monte Alto	013014	60	85 MILE 2 RD	1 Burnable	51.00	4A
9/5/2008	400046	2	Site 5 - Monte Alto	013013	68	85 MILE 2 RD	1 Burnable	57.80	4A
9/5/2008	400226	2	Site 5 - Monte Alto	013011	67	80 MILE 6 RD	1 Burnable	53.60	4A
9/5/2008	400227	2	Site 5 - Monte Alto	013012	60	85 MILE 6 RD	1 Burnable	51.00	4A
9/5/2008	402249	2	Site 5 - Monte Alto	013011	67	75 MILE 6 RD	1 Burnable	50.25	4A
9/5/2008	400225	2	Site 5 - Monte Alto	013012	60	85 MILE 6 RD	1 Burnable	51.00	4A
9/5/2008	403850	2	Site 5 - Monte Alto	013013	68	80 BLUBONNET CIR	1 Burnable	54.40	4A
9/5/2008	403851	2	Site 5 - Monte Alto	013014	60	85 BLUE BONNET ST	1 Burnable	51.00	4A
9/5/2008	400076	2	Precinct 2	013335	57	70 CROCKET AVE	1 Burnable	39.90	4A
9/5/2008	400077	2	Precinct 2	013335	57	85 CROCKET AVE	1 Burnable	48.45	4A
9/5/2008	399768	2	Site 5 - Monte Alto	013015	65	80 7TH AVE	1 Burnable	52.00	4A
9/5/2008	400048	2	Site 5 - Monte Alto	013013	68	80 UNKNOWN	1 Burnable	54.40	4A

9/5/2008	399767	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Bumable	52.00	4A
9/5/2008	400049	2	Site 5 - Monte Alto	013014	60	80 UNKNOWN	1 Bumable	48.00	4A
9/5/2008	399766	2	Site 5 - Monte Alto	013015	65	85 UNKNOWN	1 Bumable	55.25	4A
9/5/2008	399765	2	Site 5 - Monte Alto	013015	65	85 UNKNOWN	1 Bumable	55.25	4A
9/5/2008	403854	2	Site 5 - Monte Alto	013014	60	85 TRIMBLE ST	1 Bumable	51.00	4A
9/5/2008	403852	2	Site 5 - Monte Alto	013013	68	75 TRIMBLE ST	1 Bumable	51.00	4A
9/5/2008	400229	2	Site 5 - Monte Alto	013011	67	75 MILE 17 1/2 RD	1 Bumable	50.25	4A
9/5/2008	400230	2	Site 5 - Monte Alto	013011	67	80 MILE 17 1/2 RD	1 Bumable	53.60	4A
9/5/2008	400044	2	Precinct 1	013013	68	90 COMMUNITY DROP SITE	1 Bumable	61.20	4A
9/5/2008	403085	2	Precinct 1	013023	67	90 COMMUNITY DROP SITE	1 Bumable	60.30	4A
9/5/2008	403086	2	Precinct 1	013024	57	85 COMMUNITY DROP SITE	1 Bumable	48.45	4A
9/5/2008	399764	2	Site 5 - Monte Alto	013015	65	80 MILE 14 1/2 RD	1 Bumable	52.00	4A
9/5/2008	399802	2	Precinct 2	013029	73	90 SALAZAR ST	2 Bumable	65.70	4A
9/5/2008	400154	2	Precinct 2	013335	57	80 MINNESOTA RD	2 Bumable	45.60	4A
9/5/2008	399800	2	Precinct 2	013029	73	85 SANTA FE ST	2 Bumable	62.05	4A
9/5/2008	400082	2	Precinct 2	013335	57	85 MINNESOTA RD	2 Bumable	48.45	4A
9/5/2008	399874	2	Precinct 2	013029	73	90 UNKNOWN	2 Bumable	65.70	4A
9/5/2008	399801	2	Precinct 2	013029	73	90 UNKNOWN	2 Bumable	65.70	4A
9/5/2008	399873	2	Precinct 2	013029	73	90 UNKNOWN	2 Bumable	65.70	4A
9/5/2008	399654	2	Precinct 3	013336	66	65 UNKNOWN	3 Bumable	42.90	4A
9/5/2008	403219	2	Precinct 3	013347	63	85 UNKNOWN	3 Bumable	53.55	4A
9/5/2008	400333	2	Precinct 3	013339	64	85 MOOREFIELD RD	3 Bumable	54.40	4A
9/5/2008	400334	2	Precinct 3	013340	50	80 MOOREFIELD RD	3 Bumable	40.00	4A
9/5/2008	400336	2	Precinct 3	013340	50	80 WESTERN RD	3 Bumable	40.00	4A
9/5/2008	400335	2	Precinct 3	013339	64	90 WESTERN RD	3 Bumable	57.60	4A
9/6/2008	400338	2	Precinct 3	013340	50	85 COMMUNITY DROP SITE	3 Bumable	42.50	4A
9/6/2008	400337	2	Precinct 3	013339	64	85 COMMUNITY DROP SITE	3 Bumable	54.40	4A
9/6/2008	399773	2	Site 5 - Monte Alto	013015	65	75 MILE 17 RD	1 Bumable	48.75	4A
9/6/2008	399769	2	Site 5 - Monte Alto	013015	65	80 MILE 10 RD	1 Bumable	52.00	4A
9/6/2008	399772	2	Site 5 - Monte Alto	013015	65	75 UNKNOWN	1 Bumable	48.75	4A
9/6/2008	399770	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Bumable	52.00	4A
9/6/2008	400480	2	Site 5 - Monte Alto	013015	65	85 UNKNOWN	1 Bumable	55.25	4A
9/6/2008	400264	2	Site 5 - Monte Alto	013014	60	80 UNKNOWN	1 Bumable	48.00	4A
9/6/2008	400451	2	Site 5 - Monte Alto	013019	50	80 UNKNOWN	1 Bumable	40.00	4A
9/6/2008	400285	2	Site 5 - Monte Alto	013018	62	80 UNKNOWN	1 Bumable	49.60	4A
9/6/2008	400282	2	Site 5 - Monte Alto	013018	62	80 UNKNOWN	1 Bumable	49.60	4A
9/6/2008	400450	2	Site 5 - Monte Alto	013018	62	80 UNKNOWN	1 Bumable	49.60	4A
9/6/2008	400281	2	Site 5 - Monte Alto	013018	62	85 UNKNOWN	1 Bumable	52.70	4A
9/6/2008	400280	2	Site 5 - Monte Alto	013018	62	85 UNKNOWN	1 Bumable	52.70	4A
9/6/2008	399924	2	Site 5 - Monte Alto	013018	62	80 UNKNOWN	1 Bumable	49.60	4A

9/6/2008	400284	2	Site 5 - Monte Alto	013018	62	85 UNKNOWN	1 Bumable	52.70	4A
9/6/2008	400283	2	Site 5 - Monte Alto	013018	62	85 UNKNOWN	1 Bumable	52.70	4A
9/6/2008	399923	2	Site 5 - Monte Alto	013018	62	80 UNKNOWN	1 Bumable	49.60	4A
9/6/2008	400263	2	Site 5 - Monte Alto	013013	68	80 UNKNOWN	1 Bumable	54.40	4A
9/6/2008	399771	2	Site 5 - Monte Alto	013015	65	75 14 1/2 ST	1 Bumable	48.75	4A
9/6/2008	403856	2	Precinct 3	013349	69	85 BENTSEN RD	4 Bumable	58.65	4A
9/6/2008	403853	2	Precinct 3	013349	69	85 UNKNOWN	4 Bumable	58.65	4A
9/6/2008	403857	2	Precinct 3	013000	69	90 BENTSEN RD	4 Bumable	62.10	4A
9/6/2008	399746	2	Precinct 4	013002	39	55 TERRY RD	4 Bumable	21.45	4A
9/6/2008	399745	2	Precinct 4	013001	39	60 TERRY RD	4 Bumable	23.40	4A
9/6/2008	399747	2	Precinct 4	013001	39	75 VALENCIA CIR	4 Bumable	29.25	4A
9/6/2008	399748	2	Precinct 4	013002	39	70 VALENCIA CIR	4 Bumable	27.30	4A
9/6/2008	399743	2	Precinct 4	013001	39	80 UNKNOWN	4 Bumable	31.20	4A
9/6/2008	399741	2	Precinct 4	013001	39	75 UNKNOWN	4 Bumable	29.25	4A
9/6/2008	403859	2	Precinct 4	013000	69	80 UNKNOWN	4 Bumable	55.20	4A
9/6/2008	399744	2	Precinct 4	013002	39	75 UNKNOWN	4 Bumable	29.25	4A
9/6/2008	399742	2	Precinct 4	013002	39	65 UNKNOWN	4 Bumable	25.35	4A
9/6/2008	403855	2	Precinct 3	013000	69	85 UNKNOWN	4 Bumable	58.65	4A
9/6/2008	403858	2	Precinct 4	013349	69	80 UNKNOWN	4 Bumable	55.20	4A
9/7/2008	399790	2	Precinct 4	013002	39	85 UNKNOWN	4 Bumable	33.15	4A
9/7/2008	399788	2	Precinct 4	013002	39	80 UNKNOWN	4 Bumable	31.20	4A
9/7/2008	399787	2	Precinct 4	013001	39	85 UNKNOWN	4 Bumable	33.15	4A
9/7/2008	399789	2	Precinct 4	013001	39	85 UNKNOWN	4 Bumable	33.15	4A
9/7/2008	399799	2	Precinct 4	013001	39	90 COMMUNITY DROP SITE	4 Bumable	35.10	4A
9/7/2008	399795	2	Precinct 4	013001	39	90 COMMUNITY DROP SITE	4 Bumable	35.10	4A
9/7/2008	399791	2	Precinct 4	013001	39	85 COMMUNITY DROP SITE	4 Bumable	33.15	4A
9/7/2008	399793	2	Precinct 4	013001	39	90 COMMUNITY DROP SITE	4 Bumable	35.10	4A
9/7/2008	399797	2	Precinct 4	013001	39	90 COMMUNITY DROP SITE	4 Bumable	35.10	4A
9/7/2008	399798	2	Precinct 4	013002	39	80 COMMUNITY DROP SITE	4 Bumable	31.20	4A
9/7/2008	399794	2	Precinct 4	013002	39	85 COMMUNITY DROP SITE	4 Bumable	33.15	4A
9/7/2008	403950	2	Precinct 4	013002	39	90 COMMUNITY DROP SITE	4 Bumable	35.10	4A
9/7/2008	399792	2	Precinct 4	013002	39	85 COMMUNITY DROP SITE	4 Bumable	33.15	4A
9/7/2008	399796	2	Precinct 4	013002	39	85 COMMUNITY DROP SITE	4 Bumable	33.15	4A
9/7/2008	400265	2	Site 5 - Monte Alto	013014	60	80 DALLAS ST	1 Bumable	48.00	4A
9/7/2008	391525	2	Site 5 - Monte Alto	013013	68	75 DALLAS ST	1 Bumable	51.00	4A
9/7/2008	403925	2	Site 5 - Monte Alto	013015	65	75 BETHANY DR	1 Bumable	48.75	4A
9/7/2008	400455	2	Site 5 - Monte Alto	013018	62	75 UNKNOWN	1 Bumable	46.50	4A
9/7/2008	400453	2	Site 5 - Monte Alto	013018	62	80 UNKNOWN	1 Bumable	49.60	4A
9/7/2008	400452	2	Site 5 - Monte Alto	013019	50	80 UNKNOWN	1 Bumable	40.00	4A
9/7/2008	400454	2	Site 5 - Monte Alto	013019	50	80 UNKNOWN	1 Bumable	40.00	4A

9/7/2008	403220	2	Site 5 - Monte Alto	013024	57	80 UNKNOWN	1 Burnable	45.60	4A
9/7/2008	403099	2	Site 5 - Monte Alto	013023	67	85 UNKNOWN	1 Burnable	56.95	4A
9/7/2008	400460	2	Precinct 1	013019	50	90 COMMUNITY DROP SITE	1 Burnable	45.00	4A
9/7/2008	399774	2	Site 5 - Monte Alto	013015	65	75 MILE 13 RD	1 Burnable	48.75	4A
9/7/2008	400462	2	Precinct 1	013019	50	90 COMMUNITY DROP SITE	1 Burnable	45.00	4A
9/7/2008	400461	2	Precinct 1	013018	62	90 COMMUNITY DROP SITE	1 Burnable	55.80	4A
9/7/2008	400459	2	Precinct 1	013018	62	90 COMMUNITY DROP SITE	1 Burnable	55.80	4A
9/7/2008	400463	2	Precinct 1	013018	62	90 COMMUNITY DROP SITE	1 Burnable	55.80	4A
9/7/2008	403866	2	Precinct 1	013023	67	85 COMMUNITY DROP SITE	1 Burnable	56.95	4A
9/7/2008	403860	2	Precinct 1	013023	67	90 COMMUNITY DROP SITE	1 Burnable	60.30	4A
9/7/2008	403221	2	Precinct 1	013023	67	85 COMMUNITY DROP SITE	1 Burnable	56.95	4A
9/7/2008	403864	2	Precinct 1	013023	67	85 COMMUNITY DROP SITE	1 Burnable	56.95	4A
9/7/2008	403862	2	Precinct 1	013023	67	90 COMMUNITY DROP SITE	1 Burnable	60.30	4A
9/7/2008	403865	2	Precinct 1	013024	57	80 COMMUNITY DROP SITE	1 Burnable	45.60	4A
9/7/2008	403222	2	Precinct 1	013024	57	90 COMMUNITY DROP SITE	1 Burnable	51.30	4A
9/7/2008	403863	2	Precinct 1	013024	57	90 COMMUNITY DROP SITE	1 Burnable	51.30	4A
9/7/2008	403867	2	Precinct 1	013024	57	90 COMMUNITY DROP SITE	1 Burnable	51.30	4A
9/7/2008	403861	2	Precinct 1	013024	57	90 COMMUNITY DROP SITE	1 Burnable	51.30	4A
9/7/2008	400458	2	Precinct 1	013019	50	90 MILE 14 RD	1 Burnable	45.00	4A
9/7/2008	403927	2	Site 5 - Monte Alto	013015	65	85 MILE 15 RD	1 Burnable	55.25	4A
9/7/2008	403929	2	Site 5 - Monte Alto	013015	65	80 MILE 15 RD	1 Burnable	52.00	4A
9/7/2008	403928	2	Site 5 - Monte Alto	013015	65	80 MILE 15 RD	1 Burnable	52.00	4A
9/7/2008	403930	2	Site 5 - Monte Alto	013015	65	90 MILE 14 1/2 RD	1 Burnable	58.50	4A
9/7/2008	403926	2	Site 5 - Monte Alto	013015	65	85 MILE 14 1/2 RD	1 Burnable	55.25	4A
9/7/2008	400436	2	Precinct 2	013332	52	90 UNKNOWN	2 Burnable	46.80	4A
9/7/2008	400434	2	Precinct 2	013332	52	80 UNKNOWN	2 Burnable	41.60	4A
9/7/2008	400435	2	Precinct 2	013332	52	85 UNKNOWN	2 Burnable	44.20	4A
9/7/2008	400165	2	Precinct 2	013335	57	85 MINNESOTA RD	2 Burnable	48.45	4A
9/7/2008	400164	2	Precinct 2	013335	57	85 MINNESOTA RD	2 Burnable	48.45	4A
9/7/2008	400163	2	Precinct 2	013335	57	70 MINNESOTA RD	2 Burnable	39.90	4A
9/7/2008	400432	2	Precinct 2	013332	52	80 SUNSET DR	2 Burnable	41.60	4A
9/7/2008	400433	2	Precinct 2	013332	52	80 EARLING RD	2 Burnable	41.60	4A
9/8/2008	400439	2	Precinct 2	013332	52	80 CHEROKEE AVE	2 Burnable	41.60	4A
9/8/2008	400442	2	Precinct 2	013332	52	95 SIOUX RD	2 Burnable	49.40	4A
9/8/2008	400166	2	Precinct 2	013335	57	75 TRENTON RD	2 Burnable	42.75	4A
9/8/2008	400440	2	Precinct 2	013332	52	85 UNKNOWN	2 Burnable	44.20	4A
9/8/2008	400167	2	Precinct 2	013335	57	85 UNKNOWN	2 Burnable	48.45	4A
9/8/2008	400168	2	Precinct 2	013335	57	85 UNKNOWN	2 Burnable	48.45	4A
9/8/2008	399816	2	Site 5 - Monte Alto	013013	68	85 UNKNOWN	2 Burnable	57.80	4A
9/8/2008	400362	2	Precinct 3	013343	64	50 SHARY RD	3 Burnable	32.00	4A

9/8/2008	400345	2	Precinct 3	013339	64	80 A ST	3 Burnable	51.20	4A
9/8/2008	403935	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
9/8/2008	403934	2	Site 5 - Monte Alto	013015	65	75 UNKNOWN	1 Burnable	48.75	4A
9/8/2008	403933	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
9/8/2008	403932	2	Site 5 - Monte Alto	013015	65	85 UNKNOWN	1 Burnable	55.25	4A
9/8/2008	403931	2	Site 5 - Monte Alto	013015	65	85 HAWK AVE	1 Burnable	55.25	4A
9/8/2008	403870	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	403872	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	404051	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	403869	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	403874	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	404180	2	Precinct 4	013002	39	95 COMMUNITY DROP SITE	4 Burnable	37.05	4A
9/8/2008	404182	2	Precinct 4	013002	39	95 COMMUNITY DROP SITE	4 Burnable	37.05	4A
9/8/2008	404178	2	Precinct 4	013002	39	95 COMMUNITY DROP SITE	4 Burnable	37.05	4A
9/8/2008	404052	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	404176	2	Precinct 4	013002	39	90 COMMUNITY DROP SITE	4 Burnable	35.10	4A
9/8/2008	404186	2	Precinct 4	013002	39	90 COMMUNITY DROP SITE	4 Burnable	35.10	4A
9/8/2008	404177	2	Precinct 4	013001	39	95 COMMUNITY DROP SITE	4 Burnable	37.05	4A
9/8/2008	404175	2	Precinct 4	013001	39	90 COMMUNITY DROP SITE	4 Burnable	35.10	4A
9/8/2008	404179	2	Precinct 4	013001	39	95 COMMUNITY DROP SITE	4 Burnable	37.05	4A
9/8/2008	404181	2	Precinct 4	013001	39	95 COMMUNITY DROP SITE	4 Burnable	37.05	4A
9/8/2008	404185	2	Precinct 4	013001	39	85 COMMUNITY DROP SITE	4 Burnable	33.15	4A
9/8/2008	404050	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	403868	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	403873	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	403871	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Burnable	65.55	4A
9/8/2008	404184	2	Precinct 4	013002	39	90 TAYLOR RD	4 Burnable	35.10	4A
9/8/2008	404056	2	Precinct 4	013000	69	20 DOOLITTLE RD	4 Burnable	13.80	4A
9/8/2008	404055	2	Precinct 4	013349	69	40 DOOLITTLE RD	4 Burnable	27.60	4A
9/8/2008	404054	2	Precinct 4	013000	69	90 UNKNOWN	4 Burnable	62.10	4A
9/8/2008	404053	2	Precinct 4	013349	69	95 UNKNOWN	4 Burnable	65.55	4A
9/8/2008	400267	2	Precinct 4	013349	69	95 UNKNOWN	4 Burnable	65.55	4A
9/9/2008	404401	2	Precinct 4	013348	50	80 UNKNOWN	4 Burnable	40.00	4A
9/9/2008	400266	2	Precinct 4	013000	69	90 UNKNOWN	4 Burnable	62.10	4A
9/9/2008	403961	2	Precinct 4	013002	39	90 UNKNOWN	4 Burnable	35.10	4A
9/9/2008	403960	2	Precinct 4	013001	39	90 UNKNOWN	4 Burnable	35.10	4A
9/9/2008	403962	2	Precinct 4	013001	39	85 LA LOMITA RD	4 Burnable	33.15	4A
9/9/2008	403963	2	Precinct 4	013002	39	80 LA LOMITA RD	4 Burnable	31.20	4A
9/9/2008	403967	2	Precinct 4	013002	39	95 CITRUS TRL	4 Burnable	37.05	4A
9/9/2008	403966	2	Precinct 4	013001	39	90 CITRUS TRL	4 Burnable	35.10	4A

9/9/2008	400402	2	Precinct 4	013339	64	85 83RD ST	4 Burnable	54.40	4A
9/9/2008	400360	2	Precinct 4	013347	63	80 83RD ST	4 Burnable	50.40	4A
9/9/2008	400410	2	Precinct 4	013339	64	85 84TH ST	4 Burnable	54.40	4A
9/9/2008	400411	2	Precinct 4	013340	50	80 84TH ST	4 Burnable	40.00	4A
9/9/2008	404100	2	Precinct 4	013338	66	75 ADAMS AVE	4 Burnable	49.50	4A
9/9/2008	400403	2	Precinct 4	013340	50	80 82 1/2 ST	4 Burnable	40.00	4A
9/9/2008	400381	2	Precinct 4	013348	50	80 83 ST	4 Burnable	40.00	4A
9/9/2008	400091	2	Precinct 4	013000	69	85 17 1/2 ST	4 Burnable	58.65	4A
9/9/2008	400092	2	Precinct 4	013349	69	90 17 1/2 ST	4 Burnable	62.10	4A
9/9/2008	404104	2	Precinct 4	013336	66	85 UNKNOWN	4 Burnable	56.10	4A
9/9/2008	400408	2	Precinct 4	013339	64	85 UNKNOWN	4 Burnable	54.40	4A
9/9/2008	400404	2	Precinct 4	013339	64	85 UNKNOWN	4 Burnable	54.40	4A
9/9/2008	400406	2	Precinct 4	013339	64	90 UNKNOWN	4 Burnable	57.60	4A
9/9/2008	400409	2	Precinct 4	013340	50	70 UNKNOWN	4 Burnable	35.00	4A
9/9/2008	400407	2	Precinct 4	013340	50	75 UNKNOWN	4 Burnable	37.50	4A
9/9/2008	400405	2	Precinct 4	013340	50	70 UNKNOWN	4 Burnable	35.00	4A
9/9/2008	404400	2	Precinct 4	013347	63	85 UNKNOWN	4 Burnable	53.55	4A
9/9/2008	400096	2	Precinct 4	013349	69	90 TERRY RD	4 Burnable	62.10	4A
9/9/2008	404107	2	Precinct 4	013337	51	80 JASMIN RD	4 Burnable	40.80	4A
9/9/2008	404106	2	Precinct 4	013336	66	80 JASMIN RD	4 Burnable	52.80	4A
9/9/2008	400095	2	Precinct 4	013000	69	85 TERRY RD	4 Burnable	58.65	4A
9/9/2008	403964	2	Precinct 4	013001	39	80 SCHUNIOR LN	4 Burnable	31.20	4A
9/9/2008	403965	2	Precinct 4	013002	39	80 SCHUNIOR ST	4 Burnable	31.20	4A
9/9/2008	400094	2	Precinct 4	013349	69	85 SUNRISE ST	4 Burnable	65.55	4A
9/9/2008	400093	2	Precinct 4	013000	69	90 SUNRISE ST	4 Burnable	62.10	4A
9/9/2008	404102	2	Precinct 4	013336	66	90 SUNNY LANE	4 Burnable	59.40	4A
9/9/2008	404103	2	Precinct 4	013337	51	85 SUNNY LANE	4 Burnable	43.35	4A
9/9/2008	404402	2	Precinct 4	013347	63	85 TEXAS AVE	4 Burnable	53.55	4A
9/9/2008	400378	2	Precinct 4	013347	63	75 TEXAS AVE	4 Burnable	47.25	4A
9/9/2008	400379	2	Precinct 4	013348	50	85 TEXAS AVE	4 Burnable	42.50	4A
9/9/2008	404403	2	Precinct 4	013348	50	80 TEXAS AVE	4 Burnable	40.00	4A
9/9/2008	400400	2	Precinct 4	013339	64	95 COMMUNITY DROP SITE	4 Burnable	60.80	4A
9/9/2008	400348	2	Precinct 4	013339	64	95 COMMUNITY DROP SITE	4 Burnable	60.80	4A
9/9/2008	404277	2	Precinct 4	013341	64	90 COMMUNITY DROP SITE	4 Burnable	57.60	4A
9/9/2008	404275	2	Precinct 4	013341	64	95 COMMUNITY DROP SITE	4 Burnable	60.80	4A
9/9/2008	400349	2	Precinct 4	013340	50	90 COMMUNITY DROP SITE	4 Burnable	45.00	4A
9/9/2008	400401	2	Precinct 4	013340	50	85 COMMUNITY DROP SITE	4 Burnable	42.50	4A
9/9/2008	404278	2	Precinct 4	013342	50	85 COMMUNITY DROP SITE	4 Burnable	42.50	4A
9/9/2008	404279	2	Precinct 4	013341	64	90 COMMUNITY DROP SITE	4 Burnable	57.60	4A
9/9/2008	404282	2	Precinct 4	013341	64	90 COMMUNITY DROP SITE	4 Burnable	57.60	4A

9/9/2008	404284	2	Precinct 4	013341	64	90 COMMUNITY DROP SITE	4 Burnable	57.60	4A
9/9/2008	404280	2	Precinct 4	013342	50	85 COMMUNITY DROP SITE	4 Burnable	42.50	4A
9/9/2008	404283	2	Precinct 4	013342	50	90 COMMUNITY DROP SITE	4 Burnable	45.00	4A
9/9/2008	404281	2	Precinct 4	013342	50	80 COMMUNITY DROP SITE	4 Burnable	40.00	4A
9/9/2008	404276	2	Precinct 4	013342	50	90 COMMUNITY DROP SITE	4 Burnable	45.00	4A
9/9/2008	400249	2	Site 5 - Monte Alto	013013	68	85 GRANADA AVE	1 Burnable	57.80	4A
9/9/2008	400071	2	Site 5 - Monte Alto	013015	65	85 MILE 6 RD	1 Burnable	55.25	4A
9/9/2008	400375	2	Site 5 - Monte Alto	013013	68	90 ALAMO AVE	1 Burnable	61.20	4A
9/9/2008	403936	2	Site 5 - Monte Alto	013015	65	75 BETHANY DR	1 Burnable	48.75	4A
9/9/2008	399817	2	Site 5 - Monte Alto	013013	68	85 UNKNOWN	1 Burnable	57.80	4A
9/9/2008	404204	2	Site 5 - Monte Alto	013019	50	90 UNKNOWN	1 Burnable	45.00	4A
9/9/2008	404075	2	Precinct 1	013345	69	85 UNKNOWN	1 Burnable	58.65	4A
9/9/2008	400472	2	Precinct 1	013346	50	70 UNKNOWN	1 Burnable	35.00	4A
9/9/2008	404205	2	Site 5 - Monte Alto	013018	62	85 UNKNOWN	1 Burnable	52.70	4A
9/9/2008	400470	2	Precinct 1	013346	50	75 CAMINO REAL ROAD	1 Burnable	37.50	4A
9/9/2008	400469	2	Precinct 1	013345	69	85 CAMINO REAL ROAD	1 Burnable	58.65	4A
9/9/2008	400072	2	Site 5 - Monte Alto	013015	65	90 MILE 12 RD	1 Burnable	58.50	4A
9/9/2008	404203	2	Site 5 - Monte Alto	013018	62	90 MILE 13 1/2 RD	1 Burnable	55.80	4A
9/9/2008	404202	2	Site 5 - Monte Alto	013019	50	95 MILE 13 1/2 RD	1 Burnable	47.50	4A
9/9/2008	400376	2	Site 5 - Monte Alto	013013	68	85 NOGALES ST	1 Burnable	57.80	4A
9/9/2008	400474	2	Precinct 1	013346	50	85 MILE 2 RD	1 Burnable	42.50	4A
9/9/2008	400471	2	Precinct 1	013345	69	85 MILE 2 RD	1 Burnable	58.65	4A
9/9/2008	400473	2	Precinct 1	013345	69	85 MILE 2 RD	1 Burnable	58.65	4A
9/9/2008	404076	2	Precinct 1	013346	50	90 MILE 2 RD	1 Burnable	45.00	4A
9/9/2008	403978	2	Precinct 2	013335	57	85 UNKNOWN	2 Burnable	48.45	4A
9/9/2008	400446	2	Precinct 2	013332	52	80 SAN MARCOS ST	2 Burnable	41.60	4A
9/9/2008	400321	2	Precinct 2	013335	57	75 HALL ACRES RD	2 Burnable	42.75	4A
9/9/2008	403979	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Burnable	48.45	4A
9/9/2008	400322	2	Precinct 2	013335	57	80 HALL ACRES RD	2 Burnable	45.60	4A
9/9/2008	400448	2	Precinct 2	013332	52	90 ELDORA RD	2 Burnable	46.80	4A
9/9/2008	400443	2	Precinct 2	013332	52	80 3RD ST	2 Burnable	41.60	4A
9/9/2008	400444	2	Precinct 2	013332	52	85 3RD ST	2 Burnable	44.20	4A
9/9/2008	400445	2	Precinct 2	013332	52	85 3RD ST	2 Burnable	44.20	4A
9/9/2008	400318	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Burnable	48.45	4A
9/9/2008	400320	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Burnable	48.45	4A
9/9/2008	400317	2	Precinct 2	013335	57	95 HALL ACRES RD	2 Burnable	54.15	4A
9/9/2008	400323	2	Precinct 2	013335	57	95 HALL ACRES RD	2 Burnable	54.15	4A
9/9/2008	400314	2	Precinct 2	013335	57	90 HALL ACRES RD	2 Burnable	51.30	4A
9/9/2008	400311	2	Precinct 2	013335	57	80 HALL ACRES RD	2 Burnable	45.60	4A
9/9/2008	400312	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Burnable	48.45	4A

9/9/2008	400313	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Bumable	48.45	4A
9/9/2008	403980	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Bumable	48.45	4A
9/9/2008	403978	2	Precinct 2	013335	57	90 HALL ACRES RD	2 Bumable	51.30	4A
9/9/2008	403984	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Bumable	48.45	4A
9/9/2008	403937	2	Precinct 2	013335	57	75 HALL ACRES RD	2 Bumable	42.75	4A
9/9/2008	403938	2	Precinct 2	013335	57	75 HALL ACRES RD	2 Bumable	42.75	4A
9/9/2008	403939	2	Precinct 2	013335	57	70 HALL ACRES RD	2 Bumable	39.90	4A
9/9/2008	403975	2	Precinct 2	013335	57	80 HALL ACRES RD	2 Bumable	45.60	4A
9/9/2008	400319	2	Precinct 2	013335	57	90 HALL ACRES RD	2 Bumable	51.30	4A
9/9/2008	403983	2	Precinct 2	013335	57	95 HALL ACRES RD	2 Bumable	54.15	4A
9/9/2008	403977	2	Precinct 2	013335	57	90 HALL ACRES RD	2 Bumable	51.30	4A
9/9/2008	403982	2	Precinct 2	013335	57	80 HALL ACRES RD	2 Bumable	45.60	4A
9/9/2008	404143	2	Precinct 2	013335	57	90 HALL ACRES RD	2 Bumable	51.30	4A
9/9/2008	400324	2	Precinct 2	013335	57	75 HALL ACRES RD	2 Bumable	42.75	4A
9/9/2008	404135	2	Precinct 2	013331	51	90 HALL ACRES RD	2 Bumable	45.90	4A
9/9/2008	404144	2	Precinct 2	013331	51	85 HALL ACRES RD	2 Bumable	43.35	4A
9/9/2008	404141	2	Precinct 2	013331	51	85 HALL ACRES RD	2 Bumable	43.35	4A
9/9/2008	404134	2	Precinct 2	013331	51	85 HALL ACRES RD	2 Bumable	43.35	4A
9/9/2008	404138	2	Precinct 2	013331	51	90 HALL ACRES RD	2 Bumable	45.90	4A
9/9/2008	404136	2	Precinct 2	013331	51	95 HALL ACRES RD	2 Bumable	48.45	4A
9/9/2008	404137	2	Precinct 2	013331	51	90 HALL ACRES RD	2 Bumable	45.90	4A
9/9/2008	404132	2	Precinct 2	013331	51	80 HALL ACRES RD	2 Bumable	40.80	4A
9/9/2008	404128	2	Precinct 2	013331	51	90 HALL ACRES RD	2 Bumable	45.90	4A
9/9/2008	404127	2	Precinct 2	013331	51	80 HALL ACRES RD	2 Bumable	40.80	4A
9/9/2008	404142	2	Precinct 2	013331	51	75 HALL ACRES RD	2 Bumable	38.25	4A
9/9/2008	404139	2	Precinct 2	013331	51	95 HALL ACRES RD	2 Bumable	48.45	4A
9/9/2008	404133	2	Precinct 2	013331	51	90 HALL ACRES RD	2 Bumable	45.90	4A
9/9/2008	404129	2	Precinct 2	013331	51	85 HALL ACRES RD	2 Bumable	43.35	4A
9/9/2008	404130	2	Precinct 2	013331	51	80 HALL ACRES RD	2 Bumable	40.80	4A
9/9/2008	404140	2	Precinct 2	013331	51	75 HALL ACRES RD	2 Bumable	38.25	4A
9/9/2008	403981	2	Precinct 2	013335	57	80 HALL ACRES RD	2 Bumable	45.60	4A
9/9/2008	400315	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Bumable	48.45	4A
9/10/2008	403922	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Bumable	48.45	4A
9/10/2008	404329	2	Precinct 2	013335	57	85 HALL ACRES RD	2 Bumable	48.45	4A
9/10/2008	403972	2	Precinct 2	013332	52	75 KENNEDY DR	2 Bumable	39.00	4A
9/10/2008	403971	2	Precinct 2	013332	52	85 KENNEDY AVE	2 Bumable	44.20	4A
9/10/2008	400449	2	Precinct 2	013332	52	75 UNKNOWN	2 Bumable	39.00	4A
9/10/2008	403970	2	Precinct 2	013332	52	70 UNKNOWN	2 Bumable	36.40	4A
9/10/2008	403973	2	Precinct 2	013332	52	85 UNKNOWN	2 Bumable	44.20	4A
9/10/2008	403974	2	Precinct 2	013332	52	90 UNKNOWN	2 Bumable	46.80	4A

9/10/2008	404225	2	Precinct 2	013332	52	80 UNKNOWN	2 Bumable	41.60	4A
9/10/2008	404030	2	Precinct 3	013348	50	70 UNKNOWN	3 Bumable	35.00	4A
9/10/2008	404028	2	Precinct 3	013348	50	85 UNKNOWN	3 Bumable	42.50	4A
9/10/2008	404026	2	Precinct 3	013348	50	80 UNKNOWN	3 Bumable	40.00	4A
9/10/2008	404025	2	Precinct 3	013347	63	85 UNKNOWN	3 Bumable	53.55	4A
9/10/2008	404027	2	Precinct 3	013347	63	80 UNKNOWN	3 Bumable	50.40	4A
9/10/2008	404029	2	Precinct 3	013347	63	70 UNKNOWN	3 Bumable	44.10	4A
9/10/2008	404877	2	Precinct 2	013015	65	85 MIDWAY RD	1 Bumable	55.25	4A
9/10/2008	404252	2	Site 5 - Monte Alto	013018	62	85 VICTORIA RD	1 Bumable	52.70	4A
9/10/2008	404253	2	Site 5 - Monte Alto	013019	50	95 VICTORIA RD	1 Bumable	47.50	4A
9/10/2008	404085	2	Precinct 1	013345	69	80 WASHINGTON AVE	1 Bumable	55.20	4A
9/10/2008	404086	2	Precinct 1	013346	50	80 WASHINGTON AVE	1 Bumable	40.00	4A
9/10/2008	404260	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/10/2008	404254	2	Precinct 1	013018	62	85 MILE 11 RD	1 Bumable	52.70	4A
9/10/2008	404875	2	Precinct 1	013015	65	85 COMMUNITY DROP SITE	1 Bumable	55.25	4A
9/10/2008	404876	2	Precinct 1	013015	65	90 COMMUNITY DROP SITE	1 Bumable	58.50	4A
9/10/2008	404878	2	Precinct 1	013015	65	85 COMMUNITY DROP SITE	1 Bumable	55.25	4A
9/10/2008	404255	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/10/2008	404259	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/10/2008	404261	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/10/2008	404880	2	Precinct 1	013015	65	85 MILE 11 RD	1 Bumable	55.25	4A
9/10/2008	404256	2	Site 5 - Monte Alto	013018	62	80 UNKNOWN	1 Bumable	49.60	4A
9/10/2008	404257	2	Site 5 - Monte Alto	013019	50	95 UNKNOWN	1 Bumable	47.50	4A
9/10/2008	404879	2	Precinct 1	013015	65	85 UNKNOWN	1 Bumable	55.25	4A
9/10/2008	400377	2	Site 5 - Monte Alto	013013	68	75 ASH ST	1 Bumable	51.00	4A
9/10/2008	403880	2	Site 5 - Monte Alto	013018	62	95 JUAREZ AVE	1 Bumable	58.90	4A
9/10/2008	404291	2	Precinct 4	013349	69	90 TOWER RD	4 Bumable	62.10	4A
9/10/2008	404287	2	Precinct 4	013349	69	95 TRENTON RD	4 Bumable	65.55	4A
9/10/2008	404285	2	Precinct 4	013349	69	95 TRENTON RD	4 Bumable	65.55	4A
9/10/2008	404286	2	Precinct 4	013000	69	90 TRENTON RD	4 Bumable	62.10	4A
9/10/2008	404288	2	Precinct 4	013000	69	95 TRENTON RD	4 Bumable	65.55	4A
9/10/2008	404292	2	Precinct 4	013000	69	85 TOWER RD	4 Bumable	58.65	4A
9/10/2008	403968	2	Precinct 4	013001	39	95 GONZALES ST	4 Bumable	37.05	4A
9/10/2008	404290	2	Precinct 4	013000	69	85 UNKNOWN	4 Bumable	58.65	4A
9/10/2008	404289	2	Precinct 4	013349	69	90 UNKNOWN	4 Bumable	62.10	4A
9/10/2008	403969	2	Precinct 4	013002	39	90 UNKNOWN	4 Bumable	35.10	4A
9/11/2008	404725	2	Precinct 4	013002	39	90 UNKNOWN	4 Bumable	35.10	4A
9/11/2008	404295	2	Precinct 4	013349	69	90 UNKNOWN	4 Bumable	62.10	4A
9/11/2008	404296	2	Precinct 4	013000	69	90 UNKNOWN	4 Bumable	62.10	4A
9/11/2008	404453	2	Precinct 4	013001	39	95 10 ST	4 Bumable	37.05	4A

9/11/2008	400374	2	Precinct 4	013001	39	95 UNKNOWN	4 Bumable	37.05	4A
9/11/2008	404455	2	Precinct 4	013001	39	95 CURRY RD	4 Bumable	37.05	4A
9/11/2008	404456	2	Precinct 4	013002	39	95 CURRY RD	4 Bumable	37.05	4A
9/11/2008	404293	2	Precinct 4	013349	69	95 ALBERTA RD	4 Bumable	65.55	4A
9/11/2008	404294	2	Precinct 4	013000	69	90 ALBERTA RD	4 Bumable	62.10	4A
9/11/2008	404454	2	Precinct 4	013002	39	90 TOWER RD	4 Bumable	35.10	4A
9/11/2008	404299	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Bumable	65.55	4A
9/11/2008	405226	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Bumable	65.55	4A
9/11/2008	404297	2	Precinct 4	013349	69	95 COMMUNITY DROP SITE	4 Bumable	65.55	4A
9/11/2008	405227	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Bumable	65.55	4A
9/11/2008	404298	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Bumable	65.55	4A
9/11/2008	405225	2	Precinct 4	013000	69	95 COMMUNITY DROP SITE	4 Bumable	65.55	4A
9/11/2008	404264	2	Site 5 - Monte Alto	013015	65	80 CLAVEL AVE	1 Bumable	52.00	4A
9/11/2008	404262	2	Site 5 - Monte Alto	013015	65	90 GEORGIA AVE	1 Bumable	58.50	4A
9/11/2008	404227	2	Precinct 2	013332	52	75 UNKNOWN	2 Bumable	39.00	4A
9/11/2008	404229	2	Precinct 2	013037	50	85 UNKNOWN	2 Bumable	42.50	4A
9/11/2008	404228	2	Precinct 2	013037	50	75 UNKNOWN	2 Bumable	37.50	4A
9/11/2008	404199	2	Precinct 2	013335	57	80 ALBERTA RD	2 Bumable	45.60	4A
9/12/2008	404070	2	Precinct 2	013029	73	85 ELDORA RD	2 Bumable	62.05	4A
9/12/2008	404550	2	Precinct 2	013029	73	75 UNKNOWN	2 Bumable	54.75	4A
9/12/2008	404071	2	Precinct 2	013029	73	85 UNKNOWN	2 Bumable	62.05	4A
9/12/2008	404073	2	Precinct 2	013029	73	85 UNKNOWN	2 Bumable	62.05	4A
9/12/2008	404074	2	Precinct 2	013030	58	80 UNKNOWN	2 Bumable	46.40	4A
9/12/2008	404072	2	Precinct 2	013030	58	80 UNKNOWN	2 Bumable	46.40	4A
9/12/2008	404551	2	Precinct 2	013030	58	70 UNKNOWN	2 Bumable	40.60	4A
9/12/2008	404232	2	Precinct 2	013332	52	75 KENNEDY AVE	2 Bumable	39.00	4A
9/12/2008	404233	2	Precinct 2	013332	52	85 MESQUITE ST	2 Bumable	44.20	4A
9/12/2008	404231	2	Precinct 2	013332	52	85 KENNEDY DR	2 Bumable	44.20	4A
9/12/2008	404712	2	Precinct 2	013332	52	75 MINNESOTA RD	2 Bumable	39.00	4A
9/12/2008	404040	2	Precinct 2	013335	57	80 RANCHO BLANCO RD	2 Bumable	45.60	4A
9/12/2008	404039	2	Precinct 2	013335	57	75 RANCHO BLANCO RD	2 Bumable	42.75	4A
9/12/2008	404713	2	Precinct 2	013332	52	85 UNKNOWN	2 Bumable	44.20	4A
9/12/2008	404041	2	Precinct 2	013335	57	80 UNKNOWN	2 Bumable	45.60	4A
9/12/2008	404042	2	Precinct 2	013335	57	70 UNKNOWN	2 Bumable	39.90	4A
9/12/2008	404507	2	Precinct 3	013337	51	70 GUADALUPE ST	3 Bumable	35.70	4A
9/12/2008	404508	2	Precinct 3	013336	66	75 GUADALUPE CIR	3 Bumable	49.50	4A
9/12/2008	405104	2	Precinct 1	013345	69	85 UNKNOWN	1 Bumable	58.65	4A
9/12/2008	404804	2	Site 5 - Monte Alto	013013	68	75 UNKNOWN	1 Bumable	51.00	4A
9/12/2008	404410	2	Precinct 1	013019	50	90 BRIDGE AVE	1 Bumable	45.00	4A
9/12/2008	404805	2	Site 5 - Monte Alto	013014	60	80 MILE 12 RD	1 Bumable	48.00	4A

9/12/2008	404406	2	Precinct 1	013019	50	95 MILE 11 RD	1 Bumable	47.50	4A
9/12/2008	403898	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/12/2008	404408	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/12/2008	404412	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/12/2008	404414	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/12/2008	404405	2	Precinct 1	013018	62	95 MILE 11 RD	1 Bumable	58.90	4A
9/12/2008	404411	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/12/2008	404413	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/12/2008	404800	2	Precinct 1	013013	68	75 MILE 11 RD	1 Bumable	51.00	4A
9/12/2008	404407	2	Precinct 1	013018	62	85 MILE 11 RD	1 Bumable	52.70	4A
9/12/2008	404802	2	Precinct 1	013013	68	85 MILE 11 RD	1 Bumable	57.80	4A
9/12/2008	404803	2	Precinct 1	013014	60	75 MILE 11 RD	1 Bumable	45.00	4A
9/12/2008	404801	2	Precinct 1	013014	60	75 MILE 11 RD	1 Bumable	45.00	4A
9/12/2008	403899	2	Precinct 1	013018	62	85 MILE 11 RD	1 Bumable	52.70	4A
9/12/2008	404807	2	Site 5 - Monte Alto	013014	60	80 MILE 6 RD	1 Bumable	48.00	4A
9/12/2008	404806	2	Site 5 - Monte Alto	013013	68	75 MILE 6 RD	1 Bumable	51.00	4A
9/12/2008	404409	2	Precinct 1	013018	62	90 MILE 4 RD	1 Bumable	55.80	4A
9/12/2008	404462	2	Precinct 4	013002	39	80 MILE 17 RD	4 Bumable	31.20	4A
9/12/2008	404461	2	Precinct 4	013001	39	85 MILE 17 1/2 RD	4 Bumable	33.15	4A
9/12/2008	404458	2	Precinct 4	013002	39	90 CURRY RD	4 Bumable	35.10	4A
9/12/2008	404457	2	Precinct 4	013001	39	90 CURRY RD	4 Bumable	35.10	4A
9/12/2008	405232	2	Precinct 4	013349	69	95 DOOLITTLE RD	4 Bumable	65.55	4A
9/12/2008	405230	2	Precinct 4	013349	69	95 DOOLITTLE RD	4 Bumable	65.55	4A
9/12/2008	405228	2	Precinct 4	013349	69	95 DOOLITTLE RD	4 Bumable	65.55	4A
9/12/2008	405229	2	Precinct 4	013000	69	90 DOOLITTLE RD	4 Bumable	62.10	4A
9/12/2008	405233	2	Precinct 4	013000	69	90 DOOLITTLE RD	4 Bumable	62.10	4A
9/12/2008	405231	2	Precinct 4	013000	69	95 DOOLITTLE RD	4 Bumable	65.55	4A
9/12/2008	404459	2	Precinct 4	013001	39	90 UNKNOWN	4 Bumable	35.10	4A
9/12/2008	404460	2	Precinct 4	013002	39	85 UNKNOWN	4 Bumable	33.15	4A
9/13/2008	404728	2	Site 5 - Monte Alto	013015	65	80 MILE 4 RD	1 Bumable	52.00	4A
9/13/2008	404732	2	Site 5 - Monte Alto	013017	60	75 MILE 4 RD	1 Bumable	45.00	4A
9/13/2008	404809	2	Precinct 2	013014	60	80 MILE 6 RD	1 Bumable	48.00	4A
9/13/2008	400387	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/13/2008	400385	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/13/2008	404418	2	Precinct 1	013018	62	95 MILE 11 RD	1 Bumable	58.90	4A
9/13/2008	404415	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/13/2008	404419	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/13/2008	404729	2	Site 5 - Monte Alto	013015	65	80 MILE 11 RD	1 Bumable	52.00	4A
9/13/2008	404731	2	Site 5 - Monte Alto	013015	65	75 MILE 11 RD	1 Bumable	48.75	4A
9/13/2008	404417	2	Precinct 2	013019	50	95 MILE 11 RD	1 Bumable	47.50	4A

9/13/2008	404421	2	Precinct 1	013018	62	90 MILE 11 RD	1 Bumable	55.80	4A
9/13/2008	404423	2	Precinct 1	013018	62	95 MILE 11 RD	1 Bumable	58.90	4A
9/13/2008	400388	2	Precinct 1	013019	50	85 MILE 11 RD	1 Bumable	42.50	4A
9/13/2008	404420	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/13/2008	404418	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/13/2008	400386	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/13/2008	404422	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/13/2008	404424	2	Precinct 1	013019	50	90 MILE 11 RD	1 Bumable	45.00	4A
9/13/2008	404730	2	Site 5 - Monte Alto	013017	60	80 MILE 11 RD	1 Bumable	48.00	4A
9/13/2008	404556	2	Site 5 - Monte Alto	013013	68	90 7TH ST	1 Bumable	61.20	4A
9/13/2008	404808	2	Precinct 2	013013	68	80 MILE 6 RD	1 Bumable	54.40	4A
9/13/2008	404552	2	Precinct 2	013013	68	80 UNKNOWN	1 Bumable	54.40	4A
9/13/2008	404553	2	Precinct 2	013014	60	75 UNKNOWN	1 Bumable	45.00	4A
9/13/2008	404715	2	Precinct 3	013000	69	80 BRYAN RD	3 Bumable	55.20	4A
9/13/2008	404714	2	Precinct 3	013349	69	80 BRYAN RD	3 Bumable	55.20	4A
9/13/2008	404717	2	Precinct 3	013000	69	75 WARE RD	3 Bumable	51.75	4A
9/13/2008	404719	2	Precinct 3	013000	69	85 WARE RD	3 Bumable	58.65	4A
9/13/2008	404716	2	Precinct 3	013349	69	75 WARE RD	3 Bumable	51.75	4A
9/13/2008	404718	2	Precinct 3	013349	69	85 WARE RD	3 Bumable	58.65	4A
9/13/2008	404463	2	Precinct 3	013001	39	80 UNKNOWN	3 Bumable	31.20	4A
9/13/2008	404464	2	Precinct 3	013002	39	90 UNKNOWN	3 Bumable	35.10	4A
9/13/2008	404442	2	Precinct 2	013330	47	70 TOWER RD	2 Bumable	32.90	4A
9/13/2008	404444	2	Precinct 2	013330	47	85 RANCHO BLANCO RD	2 Bumable	39.95	4A
9/13/2008	404443	2	Precinct 2	013330	47	85 RANCHO BLANCO RD	2 Bumable	39.95	4A
9/13/2008	404445	2	Precinct 2	013330	47	65 RANCHO BLANCO RD	2 Bumable	30.55	4A
9/13/2008	404230	2	Precinct 2	013037	50	40 PUEBLA RD	2 Bumable	20.00	4A
9/13/2008	405150	2	Precinct 2	013332	52	80 NEBRASKA ST	2 Bumable	41.60	4A
9/13/2008	405151	2	Precinct 2	013332	52	85 NEBRASKA ST	2 Bumable	44.20	4A
9/13/2008	404441	2	Precinct 2	013330	47	80 MOORE RD	2 Bumable	37.60	4A
9/13/2008	404046	2	Precinct 2	013332	52	75 NEBRASKA AVE	2 Bumable	39.00	4A
9/13/2008	404048	2	Precinct 2	013332	52	90 NEBRASKA AVE	2 Bumable	46.80	4A
9/13/2008	404045	2	Precinct 2	013332	52	90 NEBRASKA ST	2 Bumable	46.80	4A
9/13/2008	404049	2	Precinct 2	013332	52	85 NEBRASKA ST	2 Bumable	44.20	4A
9/13/2008	404047	2	Precinct 2	013332	52	85 NEBRASKA ST	2 Bumable	44.20	4A
9/13/2008	405152	2	Precinct 2	013332	52	80 NEBRASKA ST	2 Bumable	41.60	4A
9/13/2008	404895	2	Precinct 2	013030	58	80 UNKNOWN	2 Bumable	46.40	4A
9/13/2008	404894	2	Precinct 2	013029	73	85 BORDER AVE	2 Bumable	62.05	4A
9/13/2008	404890	2	Precinct 2	013029	73	75 ELDORA RD	2 Bumable	54.75	4A
9/13/2008	404891	2	Precinct 2	013030	58	75 ELDORA RD	2 Bumable	43.50	4A
9/14/2008	404789	2	Precinct 2	013332	52	85 NEBRASKA ST	2 Bumable	44.20	4A

9/14/2008	404788	2	Precinct 2	013332	52	75 NEBRASKA ST	2 Bumable	39.00	4A
9/14/2008	404790	2	Precinct 2	013332	52	85 SIOUX RD	2 Bumable	44.20	4A
9/14/2008	404795	2	Precinct 2	013332	52	85 SIOUX RD	2 Bumable	44.20	4A
9/14/2008	404791	2	Precinct 2	013332	52	80 SIOUX RD	2 Bumable	41.60	4A
9/14/2008	404794	2	Precinct 2	013332	52	85 SIOUX RD	2 Bumable	44.20	4A
9/14/2008	404449	2	Precinct 2	013330	47	85 UNKNOWN	2 Bumable	39.95	4A
9/14/2008	404210	2	Precinct 2	013330	47	90 UNKNOWN	2 Bumable	42.30	4A
9/14/2008	404208	2	Precinct 2	013330	47	85 UNKNOWN	2 Bumable	39.95	4A
9/14/2008	404209	2	Precinct 2	013330	47	80 UNKNOWN	2 Bumable	37.60	4A
9/14/2008	404796	2	Precinct 2	013332	52	80 UNKNOWN	2 Bumable	41.60	4A
9/14/2008	404792	2	Precinct 2	013332	52	80 UNKNOWN	2 Bumable	41.60	4A
9/14/2008	405113	2	Precinct 3	013035	63	75 GLASSCOCK RD	3 Bumable	47.25	4A
9/14/2008	405114	2	Precinct 3	013036	50	80 GLASSCOCK RD	3 Bumable	40.00	4A
9/14/2008	400145	2	Site 5 - Monte Alto	013014	60	90 UNKNOWN	1 Bumable	54.00	4A
9/14/2008	400147	2	Site 5 - Monte Alto	013014	60	75 UNKNOWN	1 Bumable	45.00	4A
9/14/2008	400146	2	Site 5 - Monte Alto	013013	68	80 UNKNOWN	1 Bumable	54.40	4A
9/14/2008	400144	2	Site 5 - Monte Alto	013013	68	90 UNKNOWN	1 Bumable	61.20	4A
9/14/2008	404496	2	Precinct 2	013018	62	85 UNKNOWN	1 Bumable	52.70	4A
9/14/2008	404497	2	Precinct 2	013018	62	95 UNKNOWN	1 Bumable	58.90	4A
9/14/2008	400148	2	Site 5 - Monte Alto	013013	68	80 KENNEDY DR	1 Bumable	54.40	4A
9/14/2008	400149	2	Site 5 - Monte Alto	013014	60	75 KENNEDY DR	1 Bumable	45.00	4A
9/14/2008	404234	2	Precinct 2	013013	68	70 MILE 9 RD	1 Bumable	47.60	4A
9/14/2008	404235	2	Precinct 2	013014	60	75 MILE 9 RD	1 Bumable	45.00	4A
9/14/2008	404494	2	Site 5 - Monte Alto	013019	50	90 MILE 13 1/2 RD	1 Bumable	45.00	4A
9/14/2008	404493	2	Site 5 - Monte Alto	013018	62	90 MILE 13 RD	1 Bumable	55.80	4A
9/14/2008	404492	2	Precinct 1	013019	50	80 MILE 11 RD	1 Bumable	40.00	4A
9/14/2008	400200	2	Site 5 - Monte Alto	013015	65	75 PETUNIA AVE	1 Bumable	48.75	4A
9/14/2008	400201	2	Site 5 - Monte Alto	013017	60	80 PETUNIA AVE	1 Bumable	48.00	4A
9/15/2008	404237	2	Site 5 - Monte Alto	013014	60	60 MILE 9 RD	1 Bumable	36.00	4A
9/15/2008	404236	2	Site 5 - Monte Alto	013013	68	70 MILE 9 RD	1 Bumable	47.60	4A
9/15/2008	404485	2	Site 5 - Monte Alto	013343	64	80 BUCHANAN AVE	3 Bumable	51.20	4A
9/15/2008	404486	2	Site 5 - Monte Alto	013344	50	80 BUCHANAN AVE	3 Bumable	40.00	4A
9/16/2008	404797	2	Precinct 2	013332	52	90 UNKNOWN	2 Bumable	46.80	4A
9/16/2008	404798	2	Precinct 2	013332	52	85 CESAR CHAVEZ RD	2 Bumable	44.20	4A
9/16/2008	403940	2	Precinct 2	013332	52	90 CESAR CHAVEZ RD	2 Bumable	46.80	4A
9/16/2008	400209	2	Precinct 4	013349	69	90 UNKNOWN	4 Bumable	62.10	4A
9/16/2008	400208	2	Precinct 4	013000	69	90 UNKNOWN	4 Bumable	62.10	4A
9/16/2008	400210	2	Precinct 4	013000	69	90 ADAMS AVE	4 Bumable	62.10	4A
9/16/2008	403941	2	Precinct 4	013349	69	85 ADAMS AVE	4 Bumable	58.65	4A
9/16/2008	403943	2	Precinct 4	013349	69	85 ANDERSON RD	4 Bumable	58.65	4A

9/16/2008	404742	2	Precinct 4	013002	39	85 WARE RD	4 Bumable	33.15	4A
9/16/2008	404736	2	Precinct 4	013002	39	85 WARE RD	4 Bumable	33.15	4A
9/16/2008	404740	2	Precinct 4	013002	39	85 WARE RD	4 Bumable	33.15	4A
9/16/2008	404734	2	Precinct 4	013002	39	70 WARE RD	4 Bumable	27.30	4A
9/16/2008	404739	2	Precinct 4	013001	39	80 WARE RD	4 Bumable	31.20	4A
9/16/2008	404733	2	Precinct 4	013001	39	75 WARE RD	4 Bumable	29.25	4A
9/16/2008	404741	2	Precinct 4	013001	39	85 WARE RD	4 Bumable	33.15	4A
9/16/2008	404735	2	Precinct 4	013001	39	85 WARE RD	4 Bumable	33.15	4A
9/16/2008	404737	2	Precinct 4	013001	39	90 XENOPS AVE	4 Bumable	35.10	4A
9/16/2008	404738	2	Precinct 4	013002	39	90 XENOPS AVE	4 Bumable	35.10	4A
9/16/2008	403942	2	Precinct 4	013000	69	85 ADAMS AVE	4 Bumable	58.65	4A
9/17/2008	405211	2	Precinct 4	013002	39	75 MINNESOTA RD	4 Bumable	29.25	4A
9/17/2008	405210	2	Precinct 4	013001	39	75 ALBERTA RD	4 Bumable	29.25	4A
9/17/2008	405119	2	Precinct 4	013000	69	80 DOOLITTLE RD	4 Bumable	55.20	4A
9/17/2008	404799	2	Precinct 4	013349	69	85 DOOLITTLE RD	4 Bumable	58.65	4A
9/17/2008	405122	2	Precinct 4	013349	69	80 DOOLITTLE RD	4 Bumable	55.20	4A
9/17/2008	405123	2	Precinct 4	013000	69	75 DOOLITTLE RD	4 Bumable	51.75	4A
9/17/2008	405120	2	Precinct 4	013349	69	75 CURRY RD	4 Bumable	51.75	4A
9/17/2008	405121	2	Precinct 4	013000	69	75 CURRY RD	4 Bumable	51.75	4A
9/17/2008	405209	2	Precinct 4	013002	39	75 CESAR CHAVEZ RD	4 Bumable	29.25	4A
9/17/2008	405205	2	Precinct 4	013002	39	70 UNKNOWN	4 Bumable	27.30	4A
9/17/2008	405208	2	Precinct 4	013001	39	75 UNKNOWN	4 Bumable	29.25	4A
9/17/2008	405204	2	Precinct 4	013001	39	70 UNKNOWN	4 Bumable	27.30	4A
9/17/2008	404390	2	Site 5 - Monte Alto	013017	60	80 CLAVEL AVE	1 Bumable	48.00	4A
9/17/2008	404389	2	Site 5 - Monte Alto	013015	65	85 BORDER AVE	1 Bumable	55.25	4A
9/17/2008	404392	2	Site 5 - Monte Alto	013017	60	80 UNKNOWN	1 Bumable	48.00	4A
9/17/2008	404388	2	Site 5 - Monte Alto	013017	60	80 UNKNOWN	1 Bumable	48.00	4A
9/17/2008	404391	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Bumable	52.00	4A
9/17/2008	404393	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Bumable	52.00	4A
9/18/2008	404857	2	Precinct 2	013330	47	90 1ST ST	2 Bumable	42.30	4A
9/18/2008	404539	2	Precinct 4	013001	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/18/2008	404396	2	Site 5 - Monte Alto	013017	60	80 MILE 11 RD	1 Bumable	48.00	4A
9/18/2008	404398	2	Site 5 - Monte Alto	013017	60	80 MILE 11 RD	1 Bumable	48.00	4A
9/18/2008	404397	2	Site 5 - Monte Alto	013015	65	80 MILE 11 RD	1 Bumable	52.00	4A
9/18/2008	404395	2	Site 5 - Monte Alto	013015	65	75 MILE 11 RD	1 Bumable	48.75	4A
9/18/2008	404724	2	Precinct 4	013001	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/18/2008	404541	2	Precinct 4	013002	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/18/2008	404538	2	Precinct 4	013002	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/19/2008	400392	2	Site 5 - Monte Alto	007425	43	90 GARZA AVE	1 Bumable	38.70	4A
9/19/2008	404616	2	Precinct 4	013002	39	90 UNKNOWN	4 Bumable	35.10	4A

9/19/2008	404615	2	Precinct 4	013001	39	70 UNKNOWN	4 Bumable	27.30	4A
9/19/2008	404617	2	Precinct 4	013001	39	85 86TH ST	4 Bumable	33.15	4A
9/19/2008	404618	2	Precinct 4	013002	39	90 SUNFLOWER RD	4 Bumable	35.10	4A
9/19/2008	400389	2	Site 5 - Monte Alto	007425	43	85 MILE 11 RD	1 Bumable	36.55	4A
9/20/2008	404969	2	Site 5 - Monte Alto	007425	43	85 GARZA AVE	1 Bumable	36.55	4A
9/20/2008	404960	2	Site 5 - Monte Alto	007425	43	70 JESUS FLORES RD	1 Bumable	30.10	4A
9/20/2008	405219	2	Site 5 - Monte Alto	013017	60	80 MILE 14 RD	1 Bumable	48.00	4A
9/20/2008	405217	2	Site 5 - Monte Alto	013017	60	75 MILE 13 1/2 RD	1 Bumable	45.00	4A
9/20/2008	405216	2	Site 5 - Monte Alto	013015	65	65 MILE 13 1/2 RD	1 Bumable	42.25	4A
9/20/2008	405218	2	Site 5 - Monte Alto	013015	65	85 MILE 14 RD	1 Bumable	55.25	4A
9/20/2008	405214	2	Site 5 - Monte Alto	013015	65	75 MILE 10 RD	1 Bumable	48.75	4A
9/20/2008	405215	2	Site 5 - Monte Alto	013017	60	90 MILE 10 RD	1 Bumable	54.00	4A
9/20/2008	404623	2	Precinct 4	013001	39	70 DOOLITTLE RD	4 Bumable	27.30	4A
9/20/2008	404621	2	Precinct 4	013001	39	75 DOOLITTLE RD	4 Bumable	29.25	4A
9/20/2008	391528	2	Precinct 4	013001	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	391530	2	Precinct 4	013001	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	404619	2	Precinct 4	013001	39	85 DOOLITTLE RD	4 Bumable	33.15	4A
9/20/2008	391532	2	Precinct 4	013001	39	75 DOOLITTLE RD	4 Bumable	29.25	4A
9/20/2008	391526	2	Precinct 4	013001	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	391533	2	Precinct 4	013002	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	404620	2	Precinct 4	013002	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	391529	2	Precinct 4	013002	39	85 DOOLITTLE RD	4 Bumable	33.15	4A
9/20/2008	404624	2	Precinct 4	013002	39	75 DOOLITTLE RD	4 Bumable	29.25	4A
9/20/2008	391527	2	Precinct 4	013002	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	391531	2	Precinct 4	013002	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	404622	2	Precinct 4	013002	39	80 DOOLITTLE RD	4 Bumable	31.20	4A
9/20/2008	404967	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
9/20/2008	404963	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Bumable	38.70	4A
9/20/2008	404959	2	Site 5 - Monte Alto	007425	43	90 JESUS FLORES RD	1 Bumable	38.70	4A
9/20/2008	404964	2	Precinct 1	007425	43	75 COMMUNITY DROP SITE	1 Bumable	32.25	4A
9/20/2008	404966	2	Precinct 1	007425	43	75 COMMUNITY DROP SITE	1 Bumable	32.25	4A
9/20/2008	404961	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
9/20/2008	404962	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
9/20/2008	404968	2	Precinct 1	007425	43	80 COMMUNITY DROP SITE	1 Bumable	34.40	4A
9/20/2008	404965	2	Precinct 1	007425	43	80 COMMUNITY DROP SITE	1 Bumable	34.40	4A
9/21/2008	404982	2	Precinct 4	013002	39	75 DOOLITTLE RD	4 Bumable	29.25	4A
9/21/2008	404983	2	Precinct 4	013001	39	85 DOOLITTLE RD	4 Bumable	33.15	4A
9/21/2008	404981	2	Precinct 4	013001	39	75 DOOLITTLE RD	4 Bumable	29.25	4A
9/21/2008	404896	2	Precinct 4	013002	39	85 DOOLITTLE RD	4 Bumable	33.15	4A
9/24/2008	405025	2	Site 5 - Monte Alto	013017	60	90 GUADALUPE CIR	1 Bumable	54.00	4A

9/25/2008	397224	2	Precinct 2	013046	28	70 UNKNOWN	2 Burnable	19.60	4A
9/25/2008	404843	2	Precinct 2	013047	31	90 CAMINO REAL ROAD	2 Burnable	27.90	4A
9/25/2008	397223	2	Precinct 2	013047	31	60 PUEBLA RD	2 Burnable	18.60	4A
9/27/2008	404901	2	Precinct 3	013342	50	85 MILE 4 RD	3 Burnable	42.50	4A
9/27/2008	404900	2	Precinct 3	013341	64	80 MILE 4 RD	3 Burnable	51.20	4A
9/27/2008	404908	2	Precinct 3	013341	64	85 LA HOMA RD	3 Burnable	54.40	4A
9/27/2008	404909	2	Precinct 3	013342	50	85 LA HOMA RD	3 Burnable	42.50	4A
9/27/2008	404905	2	Precinct 3	013342	50	75 BUCHANAN AVE	3 Burnable	37.50	4A
9/27/2008	404907	2	Precinct 3	013342	50	80 BUCHANAN AVE	3 Burnable	40.00	4A
9/27/2008	404904	2	Precinct 3	013341	64	70 BUCHANAN AVE	3 Burnable	44.80	4A
9/27/2008	404906	2	Precinct 3	013341	64	80 BUCHANAN AVE	3 Burnable	51.20	4A
9/27/2008	404903	2	Precinct 3	013342	50	85 UNKNOWN	3 Burnable	42.50	4A
9/27/2008	404910	2	Precinct 3	013341	64	80 UNKNOWN	3 Burnable	51.20	4A
9/27/2008	404912	2	Precinct 3	013341	64	85 UNKNOWN	3 Burnable	54.40	4A
9/27/2008	404902	2	Precinct 3	013341	64	85 UNKNOWN	3 Burnable	54.40	4A
9/27/2008	400214	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
9/27/2008	400220	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
9/27/2008	400213	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
9/27/2008	400219	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
9/27/2008	400216	2	Site 5 - Monte Alto	013017	60	90 SANCHEZ DR	1 Burnable	54.00	4A
9/27/2008	400215	2	Site 5 - Monte Alto	013015	65	90 SANCHEZ DR	1 Burnable	58.50	4A
9/27/2008	400217	2	Site 5 - Monte Alto	013015	65	90 MILE 17 RD	1 Burnable	58.50	4A
9/27/2008	400218	2	Site 5 - Monte Alto	013017	60	90 MILE 17 RD	1 Burnable	54.00	4A
9/28/2008	397833	2	Site 5 - Monte Alto	013015	65	90 MILE 17 RD	1 Burnable	58.50	4A
9/28/2008	397834	2	Site 5 - Monte Alto	013017	60	90 MILE 17 RD	1 Burnable	54.00	4A
9/28/2008	397838	2	Site 5 - Monte Alto	013017	60	90 ROGERS RD	1 Burnable	54.00	4A
9/28/2008	397837	2	Site 5 - Monte Alto	013015	65	90 ROGERS RD	1 Burnable	58.50	4A
9/28/2008	397841	2	Site 5 - Monte Alto	013015	65	90 MILE 14 RD	1 Burnable	58.50	4A
9/28/2008	397842	2	Site 5 - Monte Alto	013017	60	90 MILE 14 RD	1 Burnable	54.00	4A
9/28/2008	397843	2	Site 5 - Monte Alto	013015	65	90 MILE 12 RD	1 Burnable	58.50	4A
9/28/2008	397844	2	Site 5 - Monte Alto	013017	60	90 MILE 12 RD	1 Burnable	54.00	4A
9/28/2008	397835	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
9/28/2008	397836	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
9/28/2008	397839	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
9/28/2008	397840	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
9/28/2008	397448	2	Precinct 2	007425	43	50 PUMA DR	2 Burnable	21.50	4A
9/28/2008	404911	2	Precinct 3	013342	50	80 UNKNOWN	3 Burnable	40.00	4A
9/28/2008	404913	2	Precinct 3	013342	50	80 UNKNOWN	3 Burnable	40.00	4A
9/28/2008	404915	2	Precinct 3	013342	50	85 ROYAL PALMS ST	3 Burnable	42.50	4A
9/28/2008	404914	2	Precinct 3	013341	64	80 ROYAL PALMS ST	3 Burnable	51.20	4A

9/28/2008	534086	2	Site 5 - Monte Alto	007428	0	95 ALAMO RD	4 Burnable	0.00	4A
9/29/2008	400395	2	Precinct 2	013045	28	75 UNKNOWN	2 Burnable	21.00	4A
9/29/2008	400397	2	Precinct 2	013047	31	75 N SUNSHINE RD	2 Burnable	23.25	4A
9/29/2008	400394	2	Precinct 2	013046	28	85 N SUNSHINE RD	2 Burnable	23.80	4A
9/29/2008	400398	2	Precinct 2	013045	28	90 UNKNOWN	2 Burnable	25.20	4A
9/29/2008	405138	2	Precinct 2	007425	43	85 MAR CIR	2 Burnable	36.55	4A
9/29/2008	405137	2	Precinct 2	007425	43	80 EARLING RD	2 Burnable	34.40	4A
9/29/2008	405136	2	Precinct 2	007425	43	85 EARLING RD	2 Burnable	36.55	4A
9/29/2008	405135	2	Precinct 2	007425	43	80 EARLING RD	2 Burnable	34.40	4A
9/29/2008	400399	2	Precinct 2	013046	28	85 CESAR CHAVEZ RD	2 Burnable	23.80	4A
9/29/2008	405032	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
9/29/2008	397849	2	Site 5 - Monte Alto	013015	65	90 GUADALUPE CIR	1 Burnable	58.50	4A
9/29/2008	405030	2	Site 5 - Monte Alto	013015	65	90 JIMMY CARTER ST	1 Burnable	58.50	4A
9/29/2008	397848	2	Site 5 - Monte Alto	013017	60	90 PORTILLO ST	1 Burnable	54.00	4A
9/29/2008	397847	2	Site 5 - Monte Alto	013015	65	90 PORTILLO ST	1 Burnable	58.50	4A
9/29/2008	405029	2	Site 5 - Monte Alto	013017	60	90 MILE 12 RD	1 Burnable	54.00	4A
9/29/2008	405028	2	Site 5 - Monte Alto	013015	65	90 MILE 12 RD	1 Burnable	58.50	4A
9/29/2008	397845	2	Site 5 - Monte Alto	013015	65	90 MILE 13 RD	1 Burnable	58.50	4A
9/29/2008	397846	2	Site 5 - Monte Alto	013017	60	90 MILE 13 RD	1 Burnable	54.00	4A
9/29/2008	405026	2	Site 5 - Monte Alto	013015	65	90 SAN JOSE ST	1 Burnable	58.50	4A
9/29/2008	405027	2	Site 5 - Monte Alto	013017	60	90 SAN JOSE ST	1 Burnable	54.00	4A
9/30/2008	405173	2	Site 5 - Monte Alto	007425	43	90 MILE 11 RD	1 Burnable	38.70	4A
9/30/2008	404220	2	Site 5 - Monte Alto	013015	65	80 MILE 11 RD	1 Burnable	52.00	4A
9/30/2008	404219	2	Site 5 - Monte Alto	013017	60	80 MILE 11 RD	1 Burnable	48.00	4A
9/30/2008	404221	2	Site 5 - Monte Alto	013017	60	80 MILE 11 RD	1 Burnable	48.00	4A
9/30/2008	404218	2	Site 5 - Monte Alto	013015	65	75 MILE 11 RD	1 Burnable	48.75	4A
9/30/2008	404223	2	Site 5 - Monte Alto	013017	60	90 JOSE ELOY PULIDO ST	1 Burnable	54.00	4A
9/30/2008	404216	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Burnable	52.00	4A
9/30/2008	404212	2	Site 5 - Monte Alto	013015	65	85 UNKNOWN	1 Burnable	55.25	4A
9/30/2008	404215	2	Site 5 - Monte Alto	013017	60	80 UNKNOWN	1 Burnable	48.00	4A
9/30/2008	404214	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Burnable	52.00	4A
9/30/2008	404522	2	Precinct 2	013045	28	85 UNKNOWN	2 Burnable	23.80	4A
9/30/2008	400294	2	Precinct 2	013045	28	80 UNKNOWN	2 Burnable	22.40	4A
9/30/2008	405170	2	Site 5 - Monte Alto	007425	43	85 COMMUNITY DROP SITE	1 Burnable	36.55	4A
9/30/2008	404825	2	Site 5 - Monte Alto	007425	43	75 COMMUNITY DROP SITE	1 Burnable	32.25	4A
9/30/2008	405174	2	Site 5 - Monte Alto	007425	43	85 COMMUNITY DROP SITE	1 Burnable	36.55	4A
9/30/2008	404827	2	Site 5 - Monte Alto	007425	43	85 COMMUNITY DROP SITE	1 Burnable	36.55	4A
9/30/2008	405171	2	Site 5 - Monte Alto	007425	43	85 COMMUNITY DROP SITE	1 Burnable	36.55	4A
9/30/2008	404826	2	Site 5 - Monte Alto	007425	43	85 COMMUNITY DROP SITE	1 Burnable	36.55	4A
9/30/2008	404521	2	Precinct 2	013047	31	90 MINNESOTA BLVD	2 Burnable	27.90	4A

9/30/2008	397265	2	Precinct 2	013047	31	95 SIOUX RD	2 Bumable	29.45	4A
9/30/2008	397268	2	Precinct 2	013047	31	95 SIOUX RD	2 Bumable	29.45	4A
9/30/2008	404524	2	Precinct 2	013045	28	85 SIOUX RD	2 Bumable	23.80	4A
9/30/2008	397267	2	Precinct 2	013045	28	95 SIOUX RD	2 Bumable	26.60	4A
9/30/2008	404523	2	Precinct 2	013046	28	80 SIOUX RD	2 Bumable	22.40	4A
9/30/2008	397266	2	Precinct 2	013046	28	95 SIOUX RD	2 Bumable	26.60	4A
10/1/2008	405147	2	Precinct 2	013045	28	85 PUEBLA RD	2 Bumable	23.80	4A
10/1/2008	405143	2	Precinct 2	013045	28	80 SIOUX RD	2 Bumable	22.40	4A
10/1/2008	405149	2	Precinct 2	013046	28	90 SIOUX RD	2 Bumable	25.20	4A
10/1/2008	405148	2	Precinct 2	013047	31	90 SIOUX RD	2 Bumable	27.90	4A
10/1/2008	400222	2	Precinct 2	013330	47	90 RIDGE RD	2 Bumable	42.30	4A
10/1/2008	400221	2	Precinct 2	013330	47	90 MOORE DR	2 Bumable	42.30	4A
10/1/2008	404365	2	Precinct 2	013045	28	90 SIOUX RD	2 Bumable	25.20	4A
10/1/2008	404839	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Bumable	38.70	4A
10/1/2008	404386	2	Precinct 2	013047	31	95 UNKNOWN	2 Bumable	29.45	4A
10/1/2008	405144	2	Precinct 2	013047	31	90 UNKNOWN	2 Bumable	27.90	4A
10/1/2008	405142	2	Precinct 2	013046	28	90 EARLING RD	2 Bumable	25.20	4A
10/1/2008	404367	2	Precinct 2	013046	28	95 ELDORA RD	2 Bumable	26.60	4A
10/1/2008	404222	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Bumable	52.00	4A
10/1/2008	404921	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Bumable	58.50	4A
10/1/2008	534002	2	Site 5 - Monte Alto	013017	60	90 LOS RASAS ST	1 Bumable	54.00	4A
10/1/2008	404837	2	Precinct 1	007425	43	80 COMMUNITY DROP SITE	1 Bumable	34.40	4A
10/1/2008	404838	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/1/2008	404831	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
10/1/2008	404832	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Bumable	38.70	4A
10/1/2008	404834	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
10/1/2008	404840	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Bumable	38.70	4A
10/1/2008	404224	2	Site 5 - Monte Alto	013015	65	85 MILE 11 RD	1 Bumable	55.25	4A
10/1/2008	404829	2	Precinct 1	007425	43	90 MILE 11 RD	1 Bumable	38.70	4A
10/1/2008	404836	2	Precinct 1	007425	43	80 MILE 11 RD	1 Bumable	34.40	4A
10/1/2008	404835	2	Precinct 1	007425	43	85 MILE 11 RD	1 Bumable	36.55	4A
10/1/2008	404833	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
10/1/2008	404923	2	Site 5 - Monte Alto	013015	65	90 LA BLANCA DR	1 Bumable	58.50	4A
10/1/2008	404924	2	Site 5 - Monte Alto	013017	60	90 LA BLANCA DR	1 Bumable	54.00	4A
10/1/2008	404920	2	Site 5 - Monte Alto	013017	60	90 MILE 11 RD	1 Bumable	54.00	4A
10/1/2008	404830	2	Precinct 1	007425	43	90 MILE 11 RD	1 Bumable	38.70	4A
10/2/2008	404671	2	Precinct 1	007425	43	85 MILE 11 RD	1 Bumable	36.55	4A
10/2/2008	404873	2	Precinct 1	007425	43	85 MILE 11 RD	1 Bumable	36.55	4A
10/2/2008	534026	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
10/2/2008	534031	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A

10/2/2008	534027	2	Precinct 1	007425	43	90 MILE 11 RD	1 Bumable	38.70	4A
10/2/2008	534032	2	Precinct 1	007425	43	90 MILE 11 RD	1 Bumable	38.70	4A
10/2/2008	534028	2	Precinct 1	007425	43	85 MILE 11 RD	1 Bumable	36.55	4A
10/2/2008	404672	2	Precinct 1	007425	43	90 MILE 11 RD	1 Bumable	38.70	4A
10/2/2008	534029	2	Precinct 1	007425	43	95 MILE 11 RD	1 Bumable	40.85	4A
10/2/2008	404674	2	Precinct 1	007425	43	80 COMMUNITY DROP SITE	1 Bumable	34.40	4A
10/2/2008	404670	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Bumable	38.70	4A
10/2/2008	534051	2	Site 5 - Monte Alto	013017	60	90 CATARINA ST	1 Bumable	54.00	4A
10/2/2008	534052	2	Site 5 - Monte Alto	013015	65	90 CATARINA ST	1 Bumable	58.50	4A
10/2/2008	534001	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Bumable	58.50	4A
10/2/2008	397524	2	Precinct 2	013042	27	95 MICHIGAN AVE	2 Bumable	25.65	4A
10/2/2008	397520	2	Precinct 2	013046	28	95 ELDORA RD	2 Bumable	26.60	4A
10/2/2008	405249	2	Precinct 2	013045	28	95 ELDORA RD	2 Bumable	26.60	4A
10/2/2008	397522	2	Precinct 2	013045	28	95 CHEROKEE AVE	2 Bumable	26.60	4A
10/2/2008	534030	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	36.55	4A
10/2/2008	404844	2	Precinct 2	013048	28	95 UNKNOWN	2 Bumable	26.60	4A
10/2/2008	404841	2	Precinct 2	013048	28	95 UNKNOWN	2 Bumable	26.60	4A
10/2/2008	404845	2	Precinct 2	013045	28	90 UNKNOWN	2 Bumable	25.20	4A
10/2/2008	404842	2	Precinct 2	013045	28	95 SIOUX RD	2 Bumable	26.60	4A
10/2/2008	397521	2	Precinct 2	013047	31	95 RAY ST	2 Bumable	29.45	4A
10/3/2008	405035	2	Precinct 2	013330	47	90 MINNESOTA BLVD	2 Bumable	42.30	4A
10/3/2008	405036	2	Precinct 2	013330	47	90 MINNESOTA RD	2 Bumable	42.30	4A
10/3/2008	404849	2	Precinct 2	013045	28	90 UNKNOWN	2 Bumable	25.20	4A
10/3/2008	534151	2	Precinct 2	013046	28	90 UNKNOWN	2 Bumable	25.20	4A
10/3/2008	534152	2	Precinct 2	013042	27	85 CESAR CHAVEZ RD	2 Bumable	22.95	4A
10/3/2008	534153	2	Precinct 2	013045	28	90 CESAR CHAVEZ RD	2 Bumable	25.20	4A
10/3/2008	405038	2	Precinct 2	013330	47	90 UNKNOWN	2 Bumable	42.30	4A
10/3/2008	405037	2	Precinct 2	013330	47	95 UNKNOWN	2 Bumable	44.65	4A
10/3/2008	404847	2	Precinct 2	013045	28	90 3RD ST	2 Bumable	25.20	4A
10/3/2008	404368	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Bumable	58.50	4A
10/3/2008	404372	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Bumable	58.50	4A
10/3/2008	404369	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Bumable	54.00	4A
10/3/2008	404373	2	Site 5 - Monte Alto	013017	60	85 UNKNOWN	1 Bumable	51.00	4A
10/3/2008	404371	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Bumable	54.00	4A
10/3/2008	534101	2	Site 5 - Monte Alto	013017	60	85 HACKBERRY AVE	1 Bumable	51.00	4A
10/3/2008	404374	2	Site 5 - Monte Alto	013015	65	90 HACKBERRY AVE	1 Bumable	58.50	4A
10/3/2008	534102	2	Site 5 - Monte Alto	013017	60	90 HACKBERRY ST	1 Bumable	54.00	4A
10/3/2008	534103	2	Site 5 - Monte Alto	013015	65	90 VALDEZ ST	1 Bumable	58.50	4A
10/3/2008	534033	2	Precinct 1	007425	43	95 MILE 11 RD	1 Bumable	40.85	4A
10/3/2008	534034	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Bumable	40.85	4A

10/3/2008	534037	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	534040	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	534039	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	534036	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	534041	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	534038	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	534035	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	534042	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/3/2008	404370	2	Site 5 - Monte Alto	013015	65	90 CHARLES ST	1 Burnable	58.50	4A
10/3/2008	534105	2	Site 5 - Monte Alto	013017	60	90 MILE 10 RD	1 Burnable	54.00	4A
10/3/2008	534104	2	Site 5 - Monte Alto	013015	65	90 MILE 10 RD	1 Burnable	58.50	4A
10/4/2008	534061	2	Precinct 1	007425	43	90 MILE 11 RD	1 Burnable	38.70	4A
10/4/2008	534063	2	Precinct 1	007425	43	90 MILE 11 RD	1 Burnable	38.70	4A
10/4/2008	534067	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534066	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/4/2008	534065	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534057	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534062	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534064	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534060	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534059	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534109	2	Site 5 - Monte Alto	013017	60	90 VALDEZ RD	1 Burnable	54.00	4A
10/4/2008	534106	2	Site 5 - Monte Alto	013015	65	90 VALDEZ RD	1 Burnable	58.50	4A
10/4/2008	534107	2	Site 5 - Monte Alto	013017	60	90 VALDEZ ST	1 Burnable	54.00	4A
10/4/2008	534112	2	Site 5 - Monte Alto	013015	65	90 HACKBERRY AVE	1 Burnable	58.50	4A
10/4/2008	534113	2	Site 5 - Monte Alto	013017	60	90 HACKBERRY AVE	1 Burnable	54.00	4A
10/4/2008	534056	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Burnable	36.55	4A
10/4/2008	534058	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/4/2008	534111	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
10/4/2008	534110	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
10/4/2008	534108	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
10/4/2008	405043	2	Precinct 2	013330	47	95 VAL VERDE RD	2 Burnable	44.65	4A
10/4/2008	405040	2	Precinct 2	013330	47	95 UNKNOWN	2 Burnable	44.65	4A
10/4/2008	405041	2	Precinct 2	013330	47	95 UNKNOWN	2 Burnable	44.65	4A
10/4/2008	405044	2	Precinct 2	013330	47	95 RIO GRANDE CIR	2 Burnable	44.65	4A
10/5/2008	534179	2	Precinct 2	013330	47	95 VALLEY BLVD	2 Burnable	44.65	4A
10/5/2008	534178	2	Precinct 2	013330	47	95 CESAR CHAVEZ RD	2 Burnable	44.65	4A
10/5/2008	400288	2	Precinct 2	013045	28	85 CESAR CHAVEZ RD	2 Burnable	23.80	4A
10/5/2008	534070	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/5/2008	534073	2	Precinct 1	007425	43	95 MILE 11 RD	1 Burnable	40.85	4A

10/5/2008	405024	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/5/2008	534074	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/5/2008	534068	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/5/2008	534069	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/5/2008	534071	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/5/2008	534072	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/5/2008	534075	2	Precinct 1	007425	43	95 MILE 11 RD	1 Burnable	40.85	4A
10/5/2008	534043	2	Precinct 1	007425	43	90 MILE 11 RD	1 Burnable	38.70	4A
10/5/2008	534121	2	Site 5 - Monte Alto	013015	65	75 MILE 10 RD	1 Burnable	48.75	4A
10/5/2008	534122	2	Site 5 - Monte Alto	013017	60	85 MILE 10 RD	1 Burnable	51.00	4A
10/5/2008	534119	2	Site 5 - Monte Alto	013017	60	80 MALONE DR	1 Burnable	48.00	4A
10/5/2008	534120	2	Site 5 - Monte Alto	013017	60	85 MALONE DR	1 Burnable	51.00	4A
10/5/2008	534117	2	Site 5 - Monte Alto	013015	65	80 MALONE DR	1 Burnable	52.00	4A
10/5/2008	534116	2	Site 5 - Monte Alto	013017	60	75 MALONE DR	1 Burnable	45.00	4A
10/6/2008	405049	2	Site 5 - Monte Alto	013017	60	90 RICKY CROSSLAND ST	1 Burnable	54.00	4A
10/6/2008	534123	2	Site 5 - Monte Alto	013015	65	85 INTERNATIONAL BLVD	1 Burnable	55.25	4A
10/6/2008	534124	2	Site 5 - Monte Alto	013017	60	90 INTERNATIONAL BLVD	1 Burnable	54.00	4A
10/6/2008	534005	2	Precinct 1	007425	43	90 MILE 11 RD	1 Burnable	38.70	4A
10/6/2008	534006	2	Precinct 1	007425	43	90 COMMUNITY DROP SITE	1 Burnable	38.70	4A
10/6/2008	534008	2	Site 5 - Monte Alto	007425	43	90 MILE 11 RD	1 Burnable	38.70	4A
10/6/2008	534009	2	Precinct 1	007425	43	90 MILE 11 RD	1 Burnable	38.70	4A
10/6/2008	534376	2	Site 5 - Monte Alto	013015	65	90 VALDEZ RD	1 Burnable	58.50	4A
10/6/2008	534007	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/6/2008	534010	2	Precinct 1	007425	43	85 COMMUNITY DROP SITE	1 Burnable	36.55	4A
10/6/2008	534003	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/6/2008	534004	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Burnable	40.85	4A
10/6/2008	534379	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
10/6/2008	405046	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Burnable	58.50	4A
10/6/2008	534378	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
10/6/2008	534377	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
10/6/2008	405047	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Burnable	54.00	4A
10/6/2008	534154	2	Precinct 2	013330	47	95 CESAR CHAVEZ RD	2 Burnable	44.65	4A
10/6/2008	400293	2	Precinct 2	013046	28	80 BORDER RD	2 Burnable	22.40	4A
10/6/2008	400291	2	Precinct 2	013046	28	85 CESAR CHAVEZ RD	2 Burnable	23.80	4A
10/6/2008	400289	2	Precinct 2	013046	28	85 CESAR CHAVEZ RD	2 Burnable	23.80	4A
10/6/2008	400292	2	Precinct 2	013045	28	85 CESAR CHAVEZ RD	2 Burnable	23.80	4A
10/6/2008	400290	2	Precinct 2	013045	28	85 CENTER ST	2 Burnable	23.80	4A
10/6/2008	534155	2	Precinct 2	013330	47	95 UNKNOWN	2 Burnable	44.65	4A
10/6/2008	534156	2	Precinct 2	013330	47	95 MORNING SET RD	2 Burnable	44.65	4A
10/6/2008	400295	2	Precinct 2	013045	28	90 UNKNOWN	2 Burnable	25.20	4A

10/6/2008	400296	2	Precinct 2	013046	28	90 JACKIELING ST	2 Bumable	25.20	4A
10/6/2008	534125	2	Precinct 2	013330	47	95 ALAMO AVE	2 Bumable	44.65	4A
10/6/2008	534158	2	Precinct 2	013330	47	95 OWASSA RD	2 Bumable	44.65	4A
10/6/2008	534157	2	Precinct 2	013330	47	95 OWASSA RD	2 Bumable	44.65	4A
10/6/2008	534087	2	Site 5 - Monte Alto	007428	25	95 ALAMO AVE	4 Bumable	23.75	4A
10/7/2008	534076	2	Site 5 - Monte Alto	007428	25	90 ALAMO AVE	4 Bumable	22.50	4A
10/7/2008	534077	2	Site 5 - Monte Alto	007428	25	90 ALAMO RD	4 Bumable	22.50	4A
10/7/2008	534162	2	Precinct 2	013330	47	95 OWASSA RD	2 Bumable	44.65	4A
10/7/2008	534015	2	Precinct 2	007425	43	80 OWASSA RD	2 Bumable	34.40	4A
10/7/2008	534351	2	Precinct 2	013046	28	85 OWASSA RD	2 Bumable	23.80	4A
10/7/2008	400299	2	Precinct 2	013045	28	85 OWASSA RD	2 Bumable	23.80	4A
10/7/2008	534160	2	Precinct 2	013330	47	95 ALAMO AVE	2 Bumable	44.65	4A
10/7/2008	534159	2	Precinct 2	013330	47	95 ALAMO RD	2 Bumable	44.65	4A
10/7/2008	400298	2	Precinct 2	013047	31	85 MAR CIR	2 Bumable	26.35	4A
10/7/2008	400297	2	Precinct 2	013046	28	90 MAR CIR	2 Bumable	25.20	4A
10/7/2008	534013	2	Precinct 1	007425	43	80 COMMUNITY DROP SITE	1 Bumable	34.40	4A
10/7/2008	534012	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/7/2008	534133	2	Precinct 1	013017	60	60 MILE 11 RD	1 Bumable	36.00	4A
10/7/2008	534047	2	Precinct 1	007425	43	90 MILE 11 RD	1 Bumable	38.70	4A
10/7/2008	534048	2	Precinct 1	007425	43	95 MILE 11 RD	1 Bumable	40.85	4A
10/7/2008	534011	2	Precinct 1	007425	43	90 MILE 11 RD	1 Bumable	38.70	4A
10/7/2008	534046	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/7/2008	534045	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/7/2008	534050	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/7/2008	534049	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/7/2008	534044	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/7/2008	534014	2	Precinct 1	007425	43	95 COMMUNITY DROP SITE	1 Bumable	40.85	4A
10/8/2008	534081	2	Precinct 4	007428	25	90 ALAMO RD	4 Bumable	22.50	4A
10/8/2008	534079	2	Precinct 4	007428	25	90 ALAMO RD	4 Bumable	22.50	4A
10/8/2008	534082	2	Precinct 4	007428	25	90 ALAMO AVE	4 Bumable	22.50	4A
10/8/2008	534078	2	Precinct 4	007428	25	80 ALAMO AVE	4 Bumable	20.00	4A
10/8/2008	534169	2	Precinct 4	007425	43	90 UNKNOWN	4 Bumable	38.70	4A
10/8/2008	534168	2	Precinct 4	007425	43	90 UNKNOWN	4 Bumable	38.70	4A
10/8/2008	534167	2	Precinct 4	007425	43	95 UNKNOWN	4 Bumable	40.85	4A
10/8/2008	534080	2	Precinct 4	007428	25	90 ADAMS AVE	4 Bumable	22.50	4A
10/8/2008	534166	2	Precinct 2	007425	43	90 SUGAR RD	4 Bumable	38.70	4A
10/8/2008	534165	2	Precinct 2	007425	43	90 SUGAR RD	4 Bumable	38.70	4A
10/8/2008	534170	2	Precinct 4	007425	43	90 CHAPIN ST	4 Bumable	38.70	4A
10/9/2008	534134	2	Precinct 4	007425	43	85 CHAPIN ST	4 Bumable	36.55	4A
10/9/2008	534135	2	Precinct 4	007425	43	90 CHAPIN ST	4 Bumable	38.70	4A
10/9/2008	534084	2	Precinct 4	007428	25	90 ALAMO AVE	4 Bumable	22.50	4A
10/9/2008	534085	2	Precinct 4	007428	25	90 ALAMO AVE	4 Bumable	22.50	4A
10/9/2008	534083	2	Precinct 4	007428	25	90 ALAMO AVE	4 Bumable	22.50	4A
10/9/2008	534137	2	Precinct 4	007425	43	90 DAVIS RD	4 Bumable	38.70	4A
10/9/2008	534136	2	Precinct 4	007425	43	85 CHAPIN ST	4 Bumable	36.55	4A
								59547.55	
8/31/2008	402860	2	Precinct 2	013042	27	85 RAMOS ST	2 Mixed	22.95	5A
8/31/2008	402861	2	Precinct 2	013008	32	85 MICHIGAN AVE	2 Mixed	27.20	5A
8/31/2008	402862	2	Precinct 2	013010	40	90 UNKNOWN	2 Mixed	36.00	5A
8/31/2008	402718	2	Precinct 4	007292	64	90 UNKNOWN	4 Mixed	57.60	5A
9/1/2008	402062	2	Precinct 4	013040	51	70 COMMUNITY DROP SITE	4 Mixed	35.70	5A
9/1/2008	402849	2	Precinct 4	013041	62	75 COMMUNITY DROP SITE	4 Mixed	46.50	5A
9/2/2008	399902	2	Precinct 2	013037	50	85 KENNEDY AVE	2 Mixed	42.50	5A
9/2/2008	399901	2	Precinct 2	013037	50	95 KENNEDY DR	2 Mixed	47.50	5A
9/2/2008	399862	2	Precinct 2	013029	73	70 MONICA ST	2 Mixed	51.10	5A
9/2/2008	392974	2	Precinct 2	013019	50	90 VAL VERDE RD	1 Mixed	45.00	5A
9/2/2008	392973	2	Precinct 2	013018	62	85 VAL VERDE RD	1 Mixed	52.70	5A
9/2/2008	392970	2	Precinct 2	013019	50	95 UNKNOWN	1 Mixed	47.50	5A
9/2/2008	392969	2	Precinct 2	013018	62	95 UNKNOWN	1 Mixed	58.90	5A
9/2/2008	400001	2	Site 5 - Monte Alto	013015	65	75 UNKNOWN	1 Mixed	48.75	5A
9/2/2008	399600	2	Site 5 - Monte Alto	013015	65	80 UNKNOWN	1 Mixed	52.00	5A
9/2/2008	392972	2	Precinct 2	013019	50	95 18TH ST	1 Mixed	47.50	5A
9/2/2008	392971	2	Precinct 2	013018	62	90 CARLOS ST	1 Mixed	55.80	5A
9/2/2008	402543	2	Site 5 - Monte Alto	013024	57	85 MIDWAY RD	1 Mixed	48.45	5A
9/3/2008	399709	2	Site 5 - Monte Alto	013019	50	90 UNKNOWN	1 Mixed	45.00	5A
9/3/2008	399710	2	Site 5 - Monte Alto	013018	62	90 UNKNOWN	1 Mixed	55.80	5A
9/3/2008	399876	2	Site 5 - Monte Alto	013019	50	85 WHALEN RD	1 Mixed	42.50	5A
9/3/2008	399875	2	Site 5 - Monte Alto	013018	62	85 WHALEN RD	1 Mixed	52.70	5A
9/3/2008	399981	2	Precinct 2	013332	52	80 VALLE VISTA ST	2 Mixed	41.60	5A
9/3/2008	399815	2	Precinct 2	013010	40	80 VILLAGE CIR	2 Mixed	32.00	5A
9/3/2008	399906	2	Precinct 2	013037	50	90 KENNEDY AVE	2 Mixed	45.00	5A
9/3/2008	399907	2	Precinct 2	013037	50	90 KENNEDY AVE	2 Mixed	45.00	5A
9/3/2008	399904	2	Precinct 2	013037	50	95 UNKNOWN	2 Mixed	47.50	5A
9/3/2008	399903	2	Precinct 2	013037	50	90 UNKNOWN	2 Mixed	45.00	5A
9/3/2008	399905	2	Precinct 2	013037	50	95 UNKNOWN	2 Mixed	47.50	5A
9/3/2008	400181	2	Precinct 2	013332	52	75 UNKNOWN	2 Mixed	39.00	5A
9/3/2008	399842	2	Precinct 3	013342	50	65 UNKNOWN	3 Mixed	32.50	5A
9/4/2008	399911	2	Precinct 2	013037	50	85 UNKNOWN	2 Mixed	42.50	5A
9/4/2008	399869	2	Precinct 2	013029	73	90 UNKNOWN	2 Mixed	65.70	5A

9/4/2008	399910	2	Precinct 2	013037	50	90 UNKNOWN	2 Mixed	45.00	5A
9/4/2008	399909	2	Precinct 2	013037	50	95 UNKNOWN	2 Mixed	47.50	5A
9/4/2008	399912	2	Precinct 2	013037	50	95 KENNEDY DR	2 Mixed	47.50	5A
9/4/2008	401574	2	Precinct 2	013335	57	80 RIO GRANDE CIR	2 Mixed	45.60	5A
9/4/2008	399758	2	Site 5 - Monte Alto	013015	65	75 GARZA AVE	1 Mixed	48.75	5A
9/5/2008	400228	2	Site 5 - Monte Alto	013011	67	75 UNKNOWN	1 Mixed	50.25	5A
9/5/2008	400045	2	Precinct 1	013014	60	85 COMMUNITY DROP SITE	1 Mixed	51.00	5A
9/5/2008	400430	2	Precinct 2	013037	50	95 I RD	2 Mixed	47.50	5A
9/5/2008	400427	2	Precinct 2	013037	50	90 I RD	2 Mixed	45.00	5A
9/5/2008	400428	2	Precinct 2	013037	50	95 I RD	2 Mixed	47.50	5A
9/5/2008	400429	2	Precinct 2	013037	50	85 I RD	2 Mixed	42.50	5A
9/6/2008	400340	2	Precinct 3	013340	50	85 TROSPER RD	3 Mixed	42.50	5A
9/6/2008	400339	2	Precinct 3	013339	64	90 UNKNOWN	3 Mixed	57.60	5A
9/6/2008	399786	2	Precinct 4	013002	39	75 RIO GRANDE CIR	4 Mixed	29.25	5A
9/6/2008	399749	2	Precinct 4	013001	39	80 RIO GRANDE CIR	4 Mixed	31.20	5A
9/7/2008	400457	2	Site 5 - Monte Alto	013018	62	85 UNKNOWN	1 Mixed	52.70	5A
9/7/2008	400456	2	Site 5 - Monte Alto	013019	50	80 UNKNOWN	1 Mixed	40.00	5A
9/8/2008	400437	2	Precinct 2	013332	52	80 CESAR CHAVEZ RD	2 Mixed	41.60	5A
9/8/2008	400438	2	Precinct 2	013332	52	85 UNKNOWN	2 Mixed	44.20	5A
9/8/2008	400441	2	Precinct 2	013332	52	90 UNKNOWN	2 Mixed	46.80	5A
9/8/2008	404183	2	Precinct 4	013001	39	85 TAYLOR RD	4 Mixed	33.15	5A
9/9/2008	404101	2	Precinct 4	013337	51	80 ADAMS AVE	4 Mixed	40.80	5A
9/9/2008	404105	2	Precinct 4	013337	51	80 UNKNOWN	4 Mixed	40.80	5A
9/9/2008	400447	2	Precinct 2	013332	52	85 UNKNOWN	2 Mixed	44.20	5A
9/10/2008	404226	2	Precinct 2	013332	52	80 UNKNOWN	2 Mixed	41.60	5A
9/10/2008	404258	2	Precinct 1	013018	62	90 MILE 11 RD	1 Mixed	55.80	5A
9/10/2008	403881	2	Site 5 - Monte Alto	013019	50	90 JUAREZ ST	1 Mixed	45.00	5A
9/11/2008	404263	2	Site 5 - Monte Alto	013015	65	80 GEORGIA AVE	1 Mixed	52.00	5A
9/11/2008	404088	2	Precinct 1	013346	50	80 UNKNOWN	1 Mixed	40.00	5A
9/11/2008	404098	2	Precinct 1	013346	50	85 UNKNOWN	1 Mixed	42.50	5A
9/11/2008	404087	2	Precinct 1	013345	69	85 UNKNOWN	1 Mixed	58.65	5A
9/11/2008	404097	2	Precinct 1	013345	69	80 UNKNOWN	1 Mixed	55.20	5A
9/11/2008	404526	2	Precinct 2	013330	47	85 UNKNOWN	2 Mixed	39.95	5A
9/12/2008	404043	2	Precinct 2	013335	57	75 RANCHO BLANCO RD	2 Mixed	42.75	5A
9/12/2008	404044	2	Precinct 2	013332	52	90 UNKNOWN	2 Mixed	46.80	5A
9/12/2008	405101	2	Precinct 1	013345	69	85 UNKNOWN	1 Mixed	58.65	5A
9/12/2008	405103	2	Precinct 1	013345	69	90 UNKNOWN	1 Mixed	62.10	5A
9/12/2008	404099	2	Precinct 1	013345	69	85 UNKNOWN	1 Mixed	58.65	5A
9/12/2008	405100	2	Precinct 1	013346	50	85 UNKNOWN	1 Mixed	42.50	5A
9/12/2008	405102	2	Precinct 1	013346	50	80 CANTU ST	1 Mixed	40.00	5A

9/13/2008	404557	2	Site 5 - Monte Alto	013014	60	85 7 ST	1 Mixed	51.00	5A
9/13/2008	404555	2	Site 5 - Monte Alto	013014	60	95 HACKBERRY AVE	1 Mixed	57.00	5A
9/13/2008	404554	2	Site 5 - Monte Alto	013013	68	90 HACKBERRY AVE	1 Mixed	61.20	5A
9/13/2008	404440	2	Precinct 2	013330	47	80 UNKNOWN	2 Mixed	37.60	5A
9/13/2008	404446	2	Precinct 2	013330	47	95 UNKNOWN	2 Mixed	44.65	5A
9/13/2008	404892	2	Precinct 2	013029	73	75 UNKNOWN	2 Mixed	54.75	5A
9/13/2008	404893	2	Precinct 2	013030	58	80 UNKNOWN	2 Mixed	46.40	5A
9/14/2008	404793	2	Precinct 2	013332	52	85 SIOUX RD	2 Mixed	44.20	5A
9/14/2008	404448	2	Precinct 2	013330	47	90 UNKNOWN	2 Mixed	42.30	5A
9/14/2008	404447	2	Precinct 2	013330	47	90 UNKNOWN	2 Mixed	42.30	5A
9/14/2008	405111	2	Precinct 3	013035	63	80 MILE 4 RD	3 Mixed	50.40	5A
9/14/2008	405112	2	Precinct 3	013036	50	75 MILE 4 RD	3 Mixed	37.50	5A
9/14/2008	404495	2	Precinct 2	013018	62	90 LIVE OAK DR	1 Mixed	55.80	5A
9/17/2008	405206	2	Precinct 4	013001	39	75 UNKNOWN	4 Mixed	29.25	5A
9/17/2008	405207	2	Precinct 4	013002	39	80 UNKNOWN	4 Mixed	31.20	5A
9/18/2008	404856	2	Precinct 2	013330	47	95 UNKNOWN	2 Mixed	44.65	5A
9/18/2008	404854	2	Precinct 2	013330	47	90 UNKNOWN	2 Mixed	42.30	5A
9/18/2008	404855	2	Precinct 2	013330	47	90 UNKNOWN	2 Mixed	42.30	5A
9/18/2008	400390	2	Site 5 - Monte Alto	007425	43	85 COMMUNITY DROP SITE	1 Mixed	36.55	5A
9/19/2008	400391	2	Site 5 - Monte Alto	007425	43	85 COMMUNITY DROP SITE	1 Mixed	36.55	5A
9/19/2008	403947	2	Site 5 - Monte Alto	007425	43	90 COMMUNITY DROP SITE	1 Mixed	38.70	5A
9/19/2008	404859	2	Precinct 2	013330	47	95 CENTER ST	2 Mixed	44.65	5A
9/19/2008	404860	2	Precinct 2	013330	47	85 VALLE VISTA ST	2 Mixed	39.95	5A
9/19/2008	403944	2	Site 5 - Monte Alto	007425	43	85 GARZA AVE	1 Mixed	36.55	5A
9/19/2008	403945	2	Site 5 - Monte Alto	007425	43	85 JESUS FLORES RD	1 Mixed	36.55	5A
9/19/2008	403946	2	Site 5 - Monte Alto	007425	43	80 JESUS FLORES RD	1 Mixed	34.40	5A
9/19/2008	403948	2	Site 5 - Monte Alto	007425	43	95 MILE 11 RD	1 Mixed	40.85	5A
9/19/2008	403949	2	Site 5 - Monte Alto	007425	43	90 MILE 11 RD	1 Mixed	38.70	5A
9/20/2008	400393	2	Site 5 - Monte Alto	007425	43	80 6TH ST	1 Mixed	25.80	5A
9/25/2008	397222	2	Precinct 2	013048	28	75 UNKNOWN	2 Mixed	21.00	5A
9/28/2008	397449	2	Precinct 2	007425	43	85 UNKNOWN	2 Mixed	36.55	5A
9/29/2008	400396	2	Precinct 2	013046	28	85 N SUNSHINE RD	2 Mixed	23.80	5A
9/29/2008	405141	2	Precinct 2	007425	43	85 MAR CIR	2 Mixed	36.55	5A
9/29/2008	405140	2	Precinct 2	007425	43	85 MAR CIR	2 Mixed	36.55	5A
9/29/2008	405139	2	Precinct 2	007425	43	80 MAR CIR	2 Mixed	34.40	5A
9/30/2008	404217	2	Site 5 - Monte Alto	013017	60	75 UNKNOWN	1 Mixed	45.00	5A
9/30/2008	404213	2	Site 5 - Monte Alto	013017	60	80 UNKNOWN	1 Mixed	48.00	5A
10/1/2008	405145	2	Precinct 2	013046	28	90 SIOUX RD	2 Mixed	25.20	5A
10/1/2008	397270	2	Precinct 2	013330	47	95 JOHNSON ST	2 Mixed	44.65	5A
10/1/2008	404922	2	Site 5 - Monte Alto	013017	60	90 UNKNOWN	1 Mixed	54.00	5A

10/2/2008	397523	2	Precinct 2	013046	28	90 MICHIGAN AVE	2 Mixed	25.20	5A
10/3/2008	405039	2	Precinct 2	013330	47	90 BLUE JAY DR	2 Mixed	42.30	5A
10/3/2008	404848	2	Precinct 2	013047	31	90 VALLE VISTA ST	2 Mixed	27.90	5A
10/4/2008	405042	2	Precinct 2	013330	47	95 UNKNOWN	2 Mixed	44.65	5A
10/4/2008	405045	2	Precinct 2	013330	47	95 OWASSA RD	2 Mixed	44.65	5A
10/5/2008	534178	2	Precinct 2	013330	47	95 UNKNOWN	2 Mixed	44.65	5A
10/5/2008	534177	2	Precinct 2	013330	47	95 CESAR CHAVEZ RD	2 Mixed	44.65	5A
10/6/2008	405048	2	Site 5 - Monte Alto	013015	65	90 UNKNOWN	1 Mixed	58.50	5A
10/7/2008	534132	2	Precinct 1	013015	65	85 COMMUNITY DROP SITE	1 Mixed	55.25	5A
								5385.50	

AI-16167 **21.H.1.**

Health & Human Services - Creation of Epidemiologist position

CC REGULAR

Date:	06/30/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Health & Human Services
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Health Clinics (1100):
a. Approval to create one (1) regular full-time Epidemiologist position, slot #0115, budgeted salary $55,500.00.
b. Approval of 2009 interdepartmental transfer.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Funds available as of 06/24/09.

Attachments

Link: Fiscal Note
Link: Revised salary schedule
Link: Interdept. Transfer
Link: PAR
Link: Job Description
Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/24/2009 03:16 PM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 03:22 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2009 09:27 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Sylvia Solis Started On: 06/24/2009 01:07 PM

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 **Agenda Item:** 16167

Summary of request/proposal:
Health Clinics Dept. is requesting approval to create one (1) regular full-time Epidemiologist position, slot #0115, budgeted salary $55,500.00. Pending CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	EPIDEMIOLOGIST	0115	113	0.00	55,500.00	55,500.00
				0.00	55,500.00	55,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-441-00-340-003-0-	113	HEALTH CLINICS -	REG F/T EMPLOYEES	$27,431.03
9-1100-441-00-340-003-0-	211	HEALTH CLINICS -	HEALTH INSURANCE	$2,058.07
9-1100-441-00-340-003-0-	212	HEALTH CLINICS -	LIFE INSURANCE	$13.34
9-1100-441-00-340-003-0-	220	HEALTH CLINICS -	FICA	$2,098.47
9-1100-441-00-340-003-0-	230	HEALTH CLINICS -	RETIREMENT	$2,474.28
9-1100-441-00-340-003-0-	250	HEALTH CLINICS -	UNEMPLOYMENT COMP	$137.16
9-1100-441-00-340-003-0-	260	HEALTH CLINICS -	WORKER'S COMP	$241.39
			2009 Budgetary Impact	$34,453.74

2010 Budgetary Impact: $69,708.75

Possible Funding Sources: **Co. Wide Contingency (1100)**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-441-00-340-003-0

AI - 16167

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	NURSE/MIDWIFE	87,129.00	0.00	87,129.00	0.05	4,356.45	0.00	91,485.45	91,485.00	300.00	0.00	0.00	0.00	0.00	91,785.00
0002	113	FAM NURSE PRAC	84,089.00	0.00	84,089.00	0.05	4,204.45	0.00	88,293.45	88,293.00	0.00	0.00	0.00	0.00	0.00	88,293.00
0003	113	DIR OF NURSING	75,116.00	0.00	75,116.00	0.05	3,755.80	0.00	78,871.80	78,872.00	780.00	0.00	0.00	0.00	0.00	79,652.00
0004	113	CHIEF FINANCIAL OFFCR	68,640.00	0.00	68,640.00	0.05	3,432.00	0.00	72,072.00	72,072.00	300.00	0.00	0.00	0.00	0.00	72,372.00
0005	113	ASST DIR NURSE	66,289.00	0.00	66,289.00	0.05	3,314.45	0.00	69,603.45	69,603.00	660.00	0.00	0.00	0.00	0.00	70,263.00
0006	113	DIRECTOR OF OPERATIONS	64,116.00	0.00	64,116.00	0.05	3,205.80	0.00	67,321.80	67,322.00	660.00	0.00	0.00	0.00	0.00	67,982.00
0007	113	RN TB CLIN SUP	57,903.00	0.00	57,903.00	0.05	2,895.00	0.00	60,798.00	60,798.00	0.00	0.00	0.00	0.00	0.00	60,798.00
0008	113	RN CLINIC SUPR	56,547.00	0.00	56,547.00	0.05	2,827.35	0.00	59,374.35	59,374.00	1,140.00	0.00	0.00	0.00	0.00	60,514.00
0009	113	RN CLINIC SUPR	56,547.00	0.00	56,547.00	0.05	2,827.35	0.00	59,374.35	59,374.00	840.00	0.00	0.00	0.00	0.00	60,214.00
0010	113	RN CLINIC SUPR	56,547.00	0.00	56,547.00	0.05	2,827.35	0.00	59,374.35	59,374.00	660.00	0.00	0.00	0.00	0.00	60,034.00
0011	113	RN CLINIC SUPR	56,547.00	0.00	56,547.00	0.05	2,827.35	0.00	59,374.35	59,374.00	780.00	0.00	0.00	0.00	0.00	60,154.00
0012	113	RN CLINIC SUPR	56,547.00	0.00	56,547.00	0.05	2,827.35	0.00	59,374.35	59,374.00	0.00	0.00	0.00	0.00	0.00	59,374.00
0013	113	RN SUPERVIS	56,547.00	0.00	56,547.00	0.05	2,827.35	0.00	59,374.35	59,374.00	660.00	0.00	0.00	0.00	0.00	60,034.00
0014	113	RN SUPERVISOR	54,774.00	0.00	54,774.00	0.05	2,739.00	0.00	57,513.00	57,513.00	600.00	0.00	0.00	0.00	0.00	58,113.00
0015	113	RN	52,960.00	0.00	52,960.00	0.05	2,648.00	0.00	55,608.00	55,608.00	0.00	0.00	0.00	0.00	0.00	55,608.00
0016	113	RN	52,960.00	0.00	52,960.00	0.05	2,648.00	0.00	55,608.00	55,608.00	0.00	0.00	0.00	0.00	0.00	55,608.00
0017	113	REGISTERD NURSE	52,960.00	0.00	52,960.00	0.05	2,648.00	0.00	55,608.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018	113	PERSONNEL MANAGER	45,620.00	0.00	45,620.00	0.05	2,281.00	0.00	47,901.00	47,901.00	1,380.00	0.00	0.00	0.00	0.00	49,281.00
0019	113	LVN	41,418.00	0.00	41,418.00	0.05	2,071.00	0.00	43,489.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0020	113	LVN	41,418.00	0.00	41,418.00	0.05	2,070.90	0.00	43,488.90	43,489.00	360.00	0.00	0.00	0.00	0.00	43,849.00
0021	113	LVN	41,418.00	0.00	41,418.00	0.05	2,070.90	0.00	43,488.90	43,489.00	480.00	0.00	0.00	0.00	0.00	43,969.00
0022	113	LICENSE VOCATIONAL NURSE	41,418.00	0.00	41,418.00	0.05	2,071.00	0.00	43,489.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0023	113	LVN	41,418.00	0.00	41,418.00	0.05	2,070.90	0.00	43,488.90	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0024	113	LVN	41,418.00	0.00	41,418.00	0.05	2,070.90	0.00	43,488.90	43,489.00	900.00	0.00	0.00	0.00	0.00	44,389.00
0025	113	LVN	41,418.00	0.00	41,418.00	0.05	2,070.90	0.00	43,488.90	43,489.00	300.00	0.00	0.00	0.00	0.00	43,789.00
0026	113	LVN	41,418.00	0.00	41,418.00	0.05	2,070.90	0.00	43,488.90	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
G027	113	EXECUTIVE SECR	39,008.00	0.00	39,008.00	0.05	1,950.40	0.00	40,958.40	40,958.00	1,200.00	0.00	0.00	0.00	0.00	42,158.00
0028	113	SYS SUPPORT SPEC	37,612.00	0.00	37,612.00	0.05	1,880.60	0.00	39,492.60	39,493.00	300.00	0.00	0.00	0.00	0.00	39,793.00
0029	113	TB RECORD MGR	36,436.00	0.00	36,436.00	0.05	1,821.80	0.00	38,257.80	38,258.00	1,260.00	0.00	0.00	0.00	0.00	39,518.00
0030	113	MEDICAID BILL	33,566.00	0.00	33,566.00	0.05	1,678.30	0.00	35,244.30	35,244.00	1,260.00	0.00	0.00	0.00	0.00	36,504.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-441-00-340-003-0

AI - 16167

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	113	BILLING SPECIALIST	29,907.00	0.00	29,907.00	0.05	1,495.35	504.65	31,907.00	31,907.00	660.00	0.00	0.00	0.00	0.00	32,567.00
0032	113	MEDICAL MATERIALS TECHNICIAN I	29,447.00	0.00	29,447.00	0.05	1,472.00	528.00	31,447.00	31,447.00	1,200.00	0.00	0.00	0.00	0.00	32,647.00
0033	113	MEDICAL ASST	26,522.00	0.00	26,522.00	0.05	1,326.10	673.90	28,522.00	28,522.00	420.00	0.00	0.00	0.00	0.00	28,942.00
0034	113	MEDICAL ASST	24,143.00	0.00	24,143.00	0.05	1,207.15	792.85	26,143.00	26,143.00	600.00	0.00	0.00	0.00	0.00	26,743.00
0035	113	CLERK	23,564.00	0.00	23,564.00	0.05	1,178.00	822.00	25,564.00	25,564.00	1,020.00	0.00	0.00	0.00	0.00	26,584.00
0036	113	CLERK MANAGER	23,563.00	0.00	23,563.00	0.05	1,178.15	821.85	25,563.00	25,563.00	0.00	0.00	0.00	0.00	0.00	25,563.00
0037	113	CLERK MANAGER	23,563.00	0.00	23,563.00	0.05	1,178.15	821.85	25,563.00	25,563.00	1,260.00	0.00	0.00	0.00	0.00	26,823.00
0038	113	CLERK MANAGER	23,563.00	0.00	23,563.00	0.05	1,178.15	821.85	25,563.00	25,563.00	0.00	0.00	0.00	0.00	0.00	25,563.00
0039	113	CLERK MANAGER	23,563.00	0.00	23,563.00	0.05	1,178.15	821.85	25,563.00	25,563.00	480.00	0.00	0.00	0.00	0.00	26,043.00
0040	113	CLERK MANAGER	23,533.00	0.00	23,533.00	0.05	1,176.65	823.35	25,533.00	25,533.00	1,380.00	0.00	0.00	0.00	0.00	26,913.00
0041	113	CLERK	22,733.00	0.00	22,733.00	0.05	1,136.65	863.35	24,733.00	24,733.00	1,020.00	0.00	0.00	0.00	0.00	25,753.00
0042	113	LAB WORKER	22,648.00	0.00	22,648.00	0.05	1,132.40	867.60	24,648.00	24,648.00	720.00	0.00	0.00	0.00	0.00	25,368.00
0043	113	COURIER CLERK	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	840.00	0.00	0.00	0.00	0.00	24,840.00
0044	113	RECEPTIONIST	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	600.00	0.00	0.00	0.00	0.00	24,600.00
0045	113	CLINIC AIDE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	1,140.00	0.00	0.00	0.00	0.00	25,140.00
0046	113	CLINIC AIDE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0047	113	INVENTORY SPECIALIST	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	360.00	0.00	0.00	0.00	0.00	24,360.00
0048	113	CLERK	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0049	113	CLERK	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0050	113	CLERK	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0051	113	CLINIC AIDE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0052	113	CLINIC AIDE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0053	113	CLERK	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0055	113	CLINIC AIDE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	360.00	0.00	0.00	0.00	0.00	24,360.00
0056	113	CLINIC AIDE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	480.00	0.00	0.00	0.00	0.00	24,480.00
0057	113	CLERK	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00	24,000.00	360.00	0.00	0.00	0.00	0.00	24,360.00
G058	113	PUBLIC HEALTH SPECIALIST	17,053.00	0.00	17,053.00	0.05	853.00	0.00	17,906.00	17,906.00	0.00	0.00	0.00	0.00	0.00	17,906.00
G059	113	RN	14,927.00	0.00	14,927.00	0.05	746.35	0.00	15,673.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G060	113	LVN	13,204.00	0.00	13,204.00	0.05	660.00	0.00	13,864.00	13,864.00	1,020.00	0.00	0.00	0.00	0.00	14,884.00
G061	113	LVN	13,203.00	0.00	13,203.00	0.05	660.00	0.00	13,863.00	13,863.00	0.00	0.00	0.00	0.00	0.00	13,863.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-441-00-340-003-0

AI - 16167

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G062	113	LVN	13,203.00	0.00	13,203.00	0.05	660.00	0.00	13,863.00	13,863.00	0.00	0.00	0.00	0.00	0.00	13,863.00
G063	113	LVN	13,142.00	0.00	13,142.00	0.05	657.00	0.00	13,799.00	13,799.00	0.00	0.00	0.00	0.00	0.00	13,799.00
G064	113	SPECIAL POPULATION LVN	10,499.00	0.00	10,499.00	0.05	525.00	0.00	11,024.00	11,024.00	0.00	0.00	0.00	0.00	0.00	11,024.00
G065	113	TB OUTREACH WK	10,288.00	0.00	10,288.00	0.05	514.00	411.00	11,213.00	11,213.00	360.00	0.00	0.00	0.00	0.00	11,573.00
0066	114	PART TIME CLERK	4,834.00	0.00	4,834.00	0.05	241.70	0.00	5,075.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G067	113	SOCIAL WORKER	8,839.00	0.00	8,839.00	0.05	442.00	0.00	9,281.00	9,281.00	300.00	0.00	0.00	0.00	0.00	9,581.00
G068	113	LVN	8,817.00	0.00	8,817.00	0.05	441.00	0.00	9,258.00	9,258.00	300.00	0.00	0.00	0.00	0.00	9,558.00
G069	113	LVN	8,817.00	0.00	8,817.00	0.05	441.00	0.00	9,258.00	9,258.00	0.00	0.00	0.00	0.00	0.00	9,258.00
G070	113	LVN	8,817.00	0.00	8,817.00	0.05	441.00	0.00	9,258.00	9,258.00	900.00	0.00	0.00	0.00	0.00	10,158.00
G071	113	OUTREACH WORK	7,945.00	0.00	7,945.00	0.05	397.00	208.00	8,550.00	8,550.00	960.00	0.00	0.00	0.00	0.00	9,510.00
G072	113	RN	7,042.00	0.00	7,042.00	0.05	352.00	0.00	7,394.00	7,394.00	0.00	0.00	0.00	0.00	0.00	7,394.00
G073	113	REGISTERED NURSE	7,039.00	0.00	7,039.00	0.05	352.00	0.00	7,391.00	7,391.00	0.00	0.00	0.00	0.00	0.00	7,391.00
G074	113	RN	7,039.00	0.00	7,039.00	0.05	352.00	0.00	7,391.00	7,391.00	0.00	0.00	0.00	0.00	0.00	7,391.00
G075	113	TB OUTREACH WK	6,986.00	0.00	6,986.00	0.05	349.00	247.00	7,582.00	7,582.00	0.00	0.00	0.00	0.00	0.00	7,582.00
G076	113	BILLING COORD	4,917.00	0.00	4,917.00	0.05	246.00	0.00	5,163.00	5,163.00	1,500.00	0.00	0.00	0.00	0.00	6,663.00
G077	113	CLERK MANAGER	4,633.00	0.00	4,633.00	0.05	232.00	176.00	5,041.00	5,041.00	420.00	0.00	0.00	0.00	0.00	5,461.00
G078	113	ELIGIBILITY SPECIALIST	4,415.00	0.00	4,415.00	0.05	221.00	177.00	4,813.00	4,813.00	0.00	0.00	0.00	0.00	0.00	4,813.00
G079	113	ELIGIB SPECIAL	4,412.00	0.00	4,412.00	0.05	221.00	177.00	4,810.00	4,810.00	0.00	0.00	0.00	0.00	0.00	4,810.00
G080	113	CLERK MANAGER	3,700.00	0.00	3,700.00	0.05	185.00	150.00	4,035.00	4,035.00	600.00	0.00	0.00	0.00	0.00	4,635.00
G081	113	BILLING CLERK	3,525.00	0.00	3,525.00	0.05	176.00	142.00	3,843.00	3,843.00	0.00	0.00	0.00	0.00	0.00	3,843.00
G082	113	SOCIAL WORKER	3,456.00	0.00	3,456.00	0.05	172.80	0.00	3,628.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G083	113	SOCIAL WORKER	4,323.00	0.00	4,323.00	0.05	216.15	1,783.85	6,323.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
G084	113	CLINIC AIDE	4,953.00	0.00	4,953.00	0.05	248.00	203.00	5,404.00	5,404.00	0.00	0.00	0.00	0.00	0.00	5,404.00
G085	113	BILLING CLERK	4,953.00	0.00	4,953.00	0.05	248.00	228.00	5,429.00	5,429.00	0.00	0.00	0.00	0.00	0.00	5,429.00
G086	113	MAINTENANCE WORKER	2,318.00	0.00	2,318.00	0.05	116.00	130.00	2,564.00	2,564.00	1,140.00	0.00	0.00	0.00	0.00	3,704.00
G087	113	TB OUTREACH WK	1,584.00	0.00	1,584.00	0.05	79.00	67.00	1,730.00	1,730.00	600.00	0.00	0.00	0.00	0.00	2,330.00
G088	113	OUTREACH WORK	1,535.00	0.00	1,535.00	0.05	77.00	67.00	1,679.00	1,679.00	480.00	0.00	0.00	0.00	0.00	2,159.00
G089	113	ASST TB RECORDS MNGR	1,509.00	0.00	1,509.00	0.05	75.00	74.00	1,658.00	1,658.00	660.00	0.00	0.00	0.00	0.00	2,318.00
G090	113	TB OUTREACH WK	1,463.00	0.00	1,463.00	0.05	73.00	70.00	1,606.00	1,606.00	420.00	0.00	0.00	0.00	0.00	2,026.00
G092	113	COMMUNITY SERVICE AIDE II	1,555.00	0.00	1,555.00	0.05	78.00	37.00	1,670.00	1,670.00	0.00	0.00	0.00	0.00	0.00	1,670.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-441-00-340-003-0

AI - 16167

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G093	113	COMMUNITY SERVICE AIDE II	1,555.00	0.00	1,555.00	0.05	78.00	61.00	1,694.00	1,694.00	360.00	0.00	0.00	0.00	0.00	2,054.00
0094	113	CLERK MANAGER	23,563.00	0.00	23,563.00	0.05	1,178.15	821.85	25,563.00	25,563.00	900.00	0.00	0.00	0.00	0.00	26,463.00
G095	113	COMMUNITY SERVICE AIDE II	532.00	0.00	532.00	0.05	27.00	13.00	572.00	572.00	0.00	0.00	0.00	0.00	0.00	572.00
G096	113	COMMUNITY SERVICE AIDE II	532.00	0.00	532.00	0.05	27.00	12.00	571.00	571.00	0.00	0.00	0.00	0.00	0.00	571.00
G098	113	LVN-SURVEILLANCE	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	1,020.00	0.00	0.00	0.00	0.00	1,020.00
G100	113	NEDS TECHNICIAN	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
G102	113	RISK COMM PLANNER	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00	600.00
G103	113	TECHNICIAN II-SURVEILLANCE	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	480.00	0.00	0.00	0.00	0.00	480.00
G104	113	PUBLIC HEALTH PREP COORDINATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
G105	113	LVN / SURV	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00	360.00
G107	113	IMMTRAC/PICS OUTREACH SPECIALIST	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	420.00
0109	113	RN	55,167.00	0.00	55,167.00	0.05	2,758.35	0.00	57,925.35	57,925.00	0.00	0.00	0.00	0.00	0.00	57,925.00
0110	113	REGISTERED NURSE	55,167.00	0.00	55,167.00	0.05	2,758.00	0.00	57,925.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0111	113	TVFC PROGRAM COORDINATOR (RN)	56,546.00	0.00	56,546.00	0.05	2,827.30	0.00	59,373.30	48,873.00	540.00	0.00	0.00	0.00	0.00	49,413.00
0112	113	MEDICAL ASSISTANT	24,143.00	0.00	24,143.00	0.05	1,207.00	793.00	26,143.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0113	113	MEDICAL ASST	24,143.00	0.00	24,143.00	0.05	1,207.00	793.00	26,143.00	26,143.00	0.00	0.00	0.00	0.00	0.00	26,143.00
G114	113	BI-NATIONAL SURVEILLANCE NURSE	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	660.00	0.00	0.00	0.00	0.00	660.00
CREATE POSITION:																
0115	**113**	**EPIDEMIOLOGIST**	**0.00**	**55,500.00**	**55,500.00**	**0**	**0.00**	**0.00**	**55,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			2,660,846.00	55,500.00	2,716,346.00		133,043.25	28,604.80	2,877,994.05	2,617,614.00	43,440.00	0.00	0.00	0.00	0.00	2,663,054.00

Approval to create one (1) regular full-time Epidemiologist position, slot #0115, budgeted salary $55,500.00. Pending CC approval.

DATE: June 24, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Health Clinics

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(34,455.00)
TO			
9-1100-441-00-340-003-0- 113	HEALTH CLINICS -	REG F/T EMPLOYEES	27,432.29
9-1100-441-00-340-003-0- 211	HEALTH CLINICS -	HEALTH INSURANCE	2,058.07
9-1100-441-00-340-003-0- 212	HEALTH CLINICS -	LIFE INSURANCE	13.34
9-1100-441-00-340-003-0- 220	HEALTH CLINICS -	FICA	2,098.47
9-1100-441-00-340-003-0- 230	HEALTH CLINICS -	RETIREMENT	2,474.28
9-1100-441-00-340-003-0- 250	HEALTH CLINICS -	UNEMPLOYMENT COMP	137.16
9-1100-441-00-340-003-0- 260	HEALTH CLINICS -	WORKER'S COMP	241.39
	TOTAL BUDGET INCREASE (DECREASE)		**0**

REASON:

Interdepartmental transfer to fund prorated salary and related fringes for position.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Health & Human Services **DATE:** 6-24-2009

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 003-0115

REQUESTED POSITION TITLE: Epidemiologist
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 SVS (Current Budgeted Salary) $ 55,500.00 SVS ~~55,600.00~~ (Proposed Budgeted Salary) $ 55,500.00 SVS per Raul Silguero (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other Co. wide Contingency (9-1100-415-00-115-002-0-899)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☑
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Will serve as the county's specialist on biological warfare defense and prevention/control of selected infectious diseases. Conducts surveillance for notifiable conditions and implements policies and protocols to improve surveillance programs to safeguard the county against biological attacks or infectious disease outbreaks.

NEW POSITION: Brief job description and attach a copy of the new job description.

see attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6-24-2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
HEALTH ADMINISTRATION DEPARTMENT

Job Title: Epidemiologist **FLSA Status:** Exempt

Dept. Code: 340 **Civil Service Status:** Non-Exempt

SUMMARY:
Under the general supervision of the Chief Administrative Officer, Chief Physician, and Public Health Preparedness Coordinator oversees the surveillance department and participates as needed during a biological attack or disease outbreak. Serves as the county specialist on biological warfare defense and prevention and control of selected infectious diseases. Conducts surveillance for notifiable conditions in Hidalgo County. Implements policies and protocols to improve surveillance activities. Plans, develops, and directs epidemiologic investigations and active surveillance programs. Plans, develops and conducts disease surveillance and bioterrorism response training. Oversees the Public Health Preparedness & Response Team (PHPRT) surveillance staff. Duties are performed under minimal supervision with considerable latitude for the use of initiative and independent judgment. Will be required to be "on call" as assigned or during an event.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, the Epidemiologist must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Participates as a member of the PHPRT and responds to biological attack or disease outbreaks. Serves as the county coordinator for biological warfare defense planning. Develops effective relationships and networks of communication. Implements bioterrorism plans and protocols. Serves as a liaison with other local and state entities. Serves as a consultant regarding preparedness and communicable disease issues.
- Monitors disease incidence within the county to rapidly detect and address disease outbreaks including biological agents. Plans, establishes, and monitors surveillance activities/reporting systems in collaboration with DSHS. Develops and implements policies and protocols to improve the quality of health information collected. Serves as a technical resource and coordinates epidemiologic data collection and analysis. Develops effective relationships and networks of communication with local infection control practitioners, physicians, hospital administrators and others to promote teamwork and collaboration in implementing/enhancing reporting/surveillance activities.
- Responds to infectious disease outbreaks that cause significant morbidity and/or mortality. Plan, develop, and direct advanced epidemiologic/outbreak investigations, including verifying diagnoses, notifying appropriate personnel, collecting and submitting patient/environmental specimens, constructing questionnaires, review, abstract, interpret medical records, conduct patient and physician interviews, and recommend appropriate control measures.
- Conducts reporting/ active surveillance, epidemiology, and biowarfare defense training. Using word processing, databases, statistical, and graphical computer software, develops educational materials and training and operations guidance manuals.
- Provides direction in the collection, analysis, evaluation and distribution of communicable disease data. Analyzes data using EpiInfo, SPSS, SAS, Access, or other pertinent software. Establish and maintain a system to track on-going investigations; summarizes and distributes findings in a timely manner.

- Prepare reports and make presentations related to surveillance, epidemiology, and bioterrorism activities. Prepares bioterrorism defense guidelines.
- Performs other related duties as assigned
- May be required to work other than normal hours, including weekends and holidays must be able to travel on short notice. Must provide your own dependable transportation (automobile)

EDUCATION AND EXPERIENCE:

- Bachelor's degree in a science allied to public health or in epidemiology from an accredited college or university. A master's degree may be substituted for 1 year of the required experience.
- Significant experience (at least 2 years) in epidemiology/communicable disease surveillance.
- Experience with biological warfare defense preparedness and response.
- Experience in supervising and directing the work of others.
- Experience using statistical software.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of the principles of epidemiology and Texas public health laws, especially those that govern the control and reporting of notifiable conditions. Knowledge of the transmission of infectious disease. Knowledge of biowarfare preparedness and response. Knowledge of current social, economic and public health issues relevant to public health. Knowledge of medical terminology. Knowledge of data management and statistical methods.
- Skill in using word processing, database, spreadsheet and graphic software packages including Word Perfect, Word, Fox Pro, Access, Excel, Quattro Pro, EpiInfo, SPSS ,SAS, Power Point. Skill in interpreting diagnostic laboratory results and information from medical charts. Skill in training and making public presentations. Skill in writing and editing. Skill in mathematical computation and statistical analysis.
- Ability to organize and prioritize workload and meet deadlines. Ability to plan, develop and manage a disease surveillance program. Ability to prepare written reports and develop and implement policies and procedures. Ability to communicate effectively both verbally and in writing. Ability to establish and maintain effective working relationship with employees, management, representatives of local medical and public health communities, the medical and the general public. Ability to present complex information to a variety of audiences. Ability to assemble, summarize and interpret pertinent technical literature.
- Ability to identify problems and implement appropriate solutions. Ability to work independently, exercising sound judgement. Ability to initiate projects and work on multiple projects at the same time. Ability to supervise and train staff. Ability to work discreetly and maintain confidentiality.
- May be required to work other than normal hours including weekends and holidays.
- Must provide your own dependable transportation (automobile)

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:
Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B, rabies, anthrax and smallpox vaccines) TB skin testing will be required initially and periodically.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:
- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:
- walking
- operating a motor vehicle
- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a busy environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department safety regulations.

Hidalgo County Health & Human Services Department

Public Health Preparedness & Response Division

1304 S. 25th Ave*Edinburg, TX 78542*Phone (956) 318-2426*Fax (956) 318-2431

June 16, 2009

Mr. Eduardo Olivarez,

Respectfully consider the following request for an Epidemiologist for Hidalgo County Health & Human Services Department either at a minimum of 3 months contractual basis or full-time. Based on the ongoing needs and challenges that our department faces it is become evident that our current staff does not have the educational background and/or training necessary to evaluate the highly complex epidemiological medical scenarios that have unfolded in recent months. The current H1N1 is prime example of the challenges that our department faces, and the liability to our staff is much too great to oversee. Hidalgo County is the county with the highest number of confirmed H1N1 cases in the State of Texas, bringing us at 534 confirmed cases and 5 probable cases as of June 11, 2009. Furthermore, it is the community as a whole who is being underserved by our current lack of preparation.

With this position filled it would alleviate much of the medical and legal burden currently being placed on other department members which in turn will translate to more efficient handling of incoming medical threats and/or challenges. Hidalgo County Health & Human Services Department has benefited from the expertise and guidance of an Epidemiologist position in the past, but due to grant cuts have been unable to fill. By filling this position Health Department Staff will be able to have a more accountable system in place and will be better able to handle their current case load. Please review and forward accordingly as this is a matter which requires the utmost attention. Thank you in advance for helping us build a stronger and more professional work force here at the Hidalgo County Health & Human Services Department.

Sincerely,

Evangelina Rubio
Public Health Preparedness Coordinator

AI-16228 **21.H.2.**

Approval to extend temporary positons approved on Dec 30, 2008.

CC REGULAR

Date:	06/30/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Temporary Positions - Various Depts.:
1. Approval to extend twenty two (22) temporary positions approved by Commissioners' Court on 12/31/08 and needed from July 01, 2009 through December 31, 2009 as listed on the attachment.
2. Approval of 2009 interdepartmental transfer.
3. Approval of 2009 intradepartmental transfer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** VARIOUS FUNDS

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

District Clerk: Available balance in county wide contingency. (intradepartmental transfer pending approval)
Juv. Probation: Available balance in county wide contingency (Pending approval interdepartmental transfer)
Juv. Probation TJPC- Y: Sufficient funds available in object code 122.
D.A. Bad Check: Sufficient funds available in object code 122.
D.A. State Supplement: Sufficient funds available in object code 122.
Pct. No. 2 P/U: Lapsed funding in object code 113. (intradepartmental transfer pending approval)
HIDTA Chapter 59: Sufficient funds available in object code 122.

Attachments

Link: Worksheet
Link: job descriptions
Link: Fiscal Notes
Link: Transfers

Link: PAR'S

Link: JOB DESCRIPTIONS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/26/2009 01:51 PM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 01:53 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/26/2009 05:12 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Sylvia Solis Started On: 06/25/2009 11:29 AM

Final Approval Date: 06/26/2009

Hidalgo County

Department of Budget & Management
2009 Salary Schedule
Temporary Positions

DEPARTMENT ACCT	Object Code	SLOT NO.	POSITION TITLE	BUDGETED SALARY
DISTRICT CLERK				
1100-412-00-090-001-0	121	T068	ASST DEPUTY CLERK	$22,290.00
	121	T069	ASST DEPUTY CLERK	$22,290.00
	121	T070	ASST DEPUTY CLERK	$22,290.00
Note: Funding from Co. Wide Adm Cont.				
JUVENILE PROBATION				
1100-423-60-330-002-0	122	T053	JCCC MONITOR	$5,850.00
	122	T054	JCCC MONITOR	$5,850.00
	122	T055	JCCC MONITOR	$5,850.00
	122	T056	JCCC MONITOR	$5,850.00
Note: Sufficient funding in object code 122				
TJPC-Y				
1294-423-00-330-012-9	122	T009	JCCC MONITOR	$5,850.00
	122	T010	JCCC MONITOR	$5,850.00
Note: Sufficient funding in object code 122				
D.A. BAD CHECK				
1222-412-00-080-006-0	122	T009	CLERK TYPIST	$13,560.00
	122	T011	CLERK TYPIST	$8,091.00
	122	T018	CLERK TYPIST	$3,600.00
	122	T019	CLERK TYPIST	$3,600.00
	122	T020	CLERK TYPIST	$7,192.00
Note: Sufficient funding in object code 122				
D.A. STATE SUPPLEMENT				
1281-412-00-080-010-9	122	T001	CLERK TYPIST	$8,091.00
	122	T002	CLERK TYPIST	$8,091.00
	122	T003	CLERK TYPIST	$8,091.00
Note: Sufficient funding in object code 122				
PCT.2 P/U RD				
1202-431-00-122-006-0	121	T057	MAINTENANCE I	$19,760.00
	121	T058	MAINTENANCE I	$19,760.00
	121	T059	MAINTENANCE I	$19,760.00
	121	T060	MAINTENANCE I	$19,760.00
Note: Funding from object code 113- Lapsed Funding				
HIDTA CHAPTER 59				
1251-412-00-270-011-0	122	T014	CLERK TYPIST	$8,095.00
Note: Sufficient funding in object code 122				

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

Job Title: Assistant Deputy Clerk/Scanner **FLSA Status: Non-Exempt**

Dept. Code: 090-001 **Civil Service Status: Exempt**

SECTION I – JOB DESCRIPTION

SUMMARY: The overall purpose and general responsibilities of the job.

Under direct supervision, is responsible for assembly, preparation and optical image scanning of original legal documents; logs scanning information; batches documents; and performs related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILTIES:

1. Examines documents to be scanned for legibility and sufficient recording and indexing information;
2. Enters type of record, instrument number and recording date;
3. Adjusts scanning equipment to correct optical settings for exposure, density and resolution;
4. Scans document and monitors screen image to ensure proper recording;
5. Maintains a daily log of documents scanned;
6. Assembles instruments in batches for forwarding to the appropriate section;
7. May deliver certified mail to United States Post Office;
8. Performs related duties as required.

SECTION II – JOB REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- Graduation from High School or General Education Development (GED) certificate.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of general office procedures;
- Ability to operate image terminal and basic office equipment;
- Ability to perform repetitive work with a minimal amount of supervision;
- Ability to identify missing or incorrect information;
- Ability to establish and maintain effective working relationships with co-workers, other County employees and the general public.

SPECIAL REQUIREMENTS:

Acts in the name of the District Clerk and shall perform all official acts as may be lawfully done and performed by such Clerk in person, pursuant to Section 82.005(c) of the Texas Local Government Code.

PHYSICAL DEMANDS:

Physical requirements include lifting/carrying 5-10 lbs. frequently; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate computer keyboard, optical scanner and basic office equipment. Subject to handling, reaching, walking and long periods of sitting to perform the essential functions.

DEPARTMENT JOB REQUIREMENTS: Variations in Job Requirements by department.

SECTION III – JOB DIMENSIONS

RESPONSIBILITY: Supervision given, accountability, safety, and confidentiality.

Job has impact on work unit operations and the public image. Primary responsibility for the proper operation of basic and specialized office equipment.

DIFFICULTY: Judgment, initiative and decision-making.

Decisions are made regarding individual work priorities.

GUIDANCE: Supervision received and level of independence.

Employee receives direct supervision when performing the essential functions. Well defined procedures are used when completing work assignments.

WORKING CONDITIONS: Working environment and other conditions of employment.

Working conditions are in an office environment.

WORK LOCATION: Hidalgo County Courthouse – District Clerk's Office

WORK HOURS: Monday – Friday, 40 hours per week

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Maintenance I FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUSES: EXEMPT

SUMMARY

Serves as general maintenance for the Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of County roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assist in cleaning equipment, hand tools, and truck.
- May perform minor repairs to the tools, equipment, and truck.
- Cut high grass or weeds and picks up brush along County right-of-way.
- Maintain shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right-of-ways.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Experience in masonry and cement work.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.

- Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations

Hidalgo County District Attorney's Office
Job Description

Job Title: **Clerk Typist**

Exempt: **No**
Salary Level:
Job Category: **Clerical**

Summary: This is a position that involves limited independent judgment. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices. Does not supervise any employees.

Essential Duties and Responsibilities:
Other duties may be assigned.

Make copies of forms

File forms and files

Shred files/documents

Fax documents

Minimal preparation of forms

Minimal answering of phone

Retrieve files from storage

File documents in the District Clerk's Office or County Clerk

May input information into the computer

May act as receptionist or telephone switchboard operator or as a backup for such a position

May conduct limited research of records for information on criminal or civil records

Merge and edit legal documents in the computer.

Contacts law enforcement agencies, victims and witnesses.

Pull court dockets

Performs tasks as assigned by Supervisor

Qualification Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:
Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with MS Windows products. Must type between 35 - 45 words a minute.

Education and/or Experience:
High school diploma or general education degree (GED).

Language Skills:
Ability to read and interpret legal documents

Mathematical Skills:
Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:
Ability to define problem(s), collect data, establish facts, and draw valid conclusions.

Other Skills and Abilities:
Possess thorough knowledge of all major substantive law areas affecting program clients.

Possess thorough knowledge and understanding of legal terminology and procedures required by assigned duties.

Ability to get along well with people, assume responsibility and follow orders.

Ability to function at a high level under stressful conditions.

Ability to maintain confidentiality. Through knowledge of the "unauthorized practice of law".

Ability to perform high level analysis of cases and relevant legal materials.

Ability to communicate with persons in the client community. Bilingual ability is highly desirable.

Knowledge and understanding of the legal problems and needs of the poor.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands and finger, handle or feel objects, tools or controls; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk.

The employee must occasionally lift and/or move up to 10 lbs. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Must have a clear criminal record and must submit to a drug test.

HIDALGO COUNTY
JUVENILE PROBATION DEPARTMENT

Job Title:	**JCCC MONITOR**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**330**	**Civil Service Status:**	**Exempt**

SUMMARY:
Responsible for the Juvenile Court Conference Committee Volunteers and cases assigned within a specific area. Directly responsible to the Volunteer Coordinator and Assistant Volunteer Coordinator at all times.

QUALIFICATIN REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Responsible for completing and submitting, in a timely manner, all the necessary forms and proper documentation related to any cases and/or the program.
- Responsible for finding locations for any and all related activities to the program (i.e. conferences, monthly/bi monthly committee meetings, volunteer trainings, community service sites, etc.)
- Responsible for working with the chair/co chair of the committee assigned within the specific area in developing the agenda for the monthly/bi monthly committee meeting. Also preparing the necessary information (i.e. sign in sheets, documentation logs, etc.) for any and all activities/meetings related to the program.
- Responsible for attending all staff meetings and trainings assigned to by the immediate supervisor.
- Responsible for disseminating any and all information to the volunteers and community.
- Promote a positive image of the department in the community and maintain a high level of professionalism and moral character at all times.
- Work in harmony with all departmental staff and perform any and all duties as assigned to insure the efficient operation of the program.
- Ensure that all cases assigned are kept up to date with the proper documentation and in order.
- Assist the staff within the program and department when necessary or assigned by the immediate supervisor.
- Preferably be bilingual.

- Wear the appropriate attire that will convey a professional demeanor which is acceptable for an appearance in the office and community at all times.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employees must have proof of a current valid Texas motor vehicle operator's license.
- Must be able to be insured by County's insurance carrier.

OTHER INFORMATION:

- 15 hrs/wk (mostly in the evenings)
- Submit 3 references letters (by individuals not related to you)
- Submit a finger print card.
- Agree to a criminal history background check.
- Agree to a sex offender registration check.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 **Agenda Item:** 16228

Summary of request/proposal:
Approval to extend three (3) Clerk Typist temporary positions approved by Commissioners' Court on 12/31/08 and needed from July 01, 2009 through December 31, 2009 as listed on the attachment.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1281	Clerk Typist	T001	122	0.00	8,091.00	8,091.00
1281	Clerk Typist	T002	122	0.00	8,091.00	8,091.00
1281	Clerk Typist	T003	122	0.00	8,091.00	8,091.00
		TOTAL:		0.00	24,273.00	24,273.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1281-412-00-080-010-9- 122	DA STATE SUPPLEMENT - TEMP P/T EMPLOYEES	$12,276.00
9-1281-412-00-080-010-9- 211	DA STATE SUPPLEMENT - HEALTH INSURANCE	
9-1281-412-00-080-010-9- 212	DA STATE SUPPLEMENT - LIFE INSURANCE	
9-1281-412-00-080-010-9- 220	DA STATE SUPPLEMENT - FICA	$939.11
9-1281-412-00-080-010-9- 230	DA STATE SUPPLEMENT - RETIREMENT	
9-1281-412-00-080-010-9- 250	DA STATE SUPPLEMENT - UNEMPLOYMENT COMP	$61.38
9-1281-412-00-080-010-9- 260	DA STATE SUPPLEMENT - WORKER'S COMP	$24.55
	2009 Budgetary Impact	$13,301.04

2010 Budgetary Impact: N/A

Possible Funding Sources: Within Dept. Budget (Fund Balance). Sufficient funding in object code 122.

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 **Agenda Item:** 16228

Summary of request/proposal:
Approval to extend three (3) temporary positions in District Clerk's Office and four (4) in Juvenile Probation Office approved on 12/31/08 and needed from July 01, 2009 through December 31, 2009 (6 Months) as listed on the attachment.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Assitant Deputy Clerk	T068	121	0.00	22,290.00	22,290.00
1100	Assitant Deputy Clerk	T069	121	0.00	22,290.00	22,290.00
1100	Assitant Deputy Clerk	T070	121	0.00	22,290.00	22,290.00
				0.00	66,870.00	66,870.00

District Clerk Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-412-00-090-001-0-	121	DISTRICT CLERK -	TEMP F/T EMPLOYEES	$33,819.31
9-1100-412-00-090-001-0-	211	DISTRICT CLERK -	HEALTH INSURANCE	
9-1100-412-00-090-001-0-	212	DISTRICT CLERK -	LIFE INSURANCE	
9-1100-412-00-090-001-0-	220	DISTRICT CLERK -	FICA	$2,587.18
9-1100-412-00-090-001-0-	230	DISTRICT CLERK -	RETIREMENT	
9-1100-412-00-090-001-0-	250	DISTRICT CLERK -	UNEMPLOYMENT COMP	$169.10
9-1100-412-00-090-001-0-	260	DISTRICT CLERK -	WORKER'S COMP	$67.64
			2009 Budgetary Impact	$36,643.23

2010 BUDGETARY IMPACT: N/A

Possible Funding Sources: Co. Wide Contingency (1100)

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	JCCC Monitor	T053	122	0.00	5,850.00	5,850.00
1100	JCCC Monitor	T054	122	0.00	5,850.00	5,850.00
1100	JCCC Monitor	T055	122	0.00	5,850.00	5,850.00
1100	JCCC Monitor	T056	122	0.00	5,850.00	5,850.00
				0.00	23,400.00	23,400.00

Juvenile Probation Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-423-60-330-002-0-	122	JUVENILE PROBATION -	TEMP P/T EMPLOYEES	$11,834.48
9-1100-423-60-330-002-0-	211	JUVENILE PROBATION -	HEALTH INSURANCE	
9-1100-423-60-330-002-0-	212	JUVENILE PROBATION -	LIFE INSURANCE	
9-1100-423-60-330-002-0-	220	JUVENILE PROBATION -	FICA	$905.34
9-1100-423-60-330-002-0-	230	JUVENILE PROBATION -	RETIREMENT	
9-1100-423-60-330-002-0-	250	JUVENILE PROBATION -	UNEMPLOYMENT COMP	$59.17
9-1100-423-60-330-002-0-	260	JUVENILE PROBATION -	WORKER'S COMP	$37.87
			2009 Budgetary Impact	$12,836.86

2010 BUDGETARY IMPACT: N/A

Possible Funding Sources: SUFFICIENT FUNDING IN OBJECT CODE 122

Budget Office Recommendation:

Hidalgo Co. Budget Office
1/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 **Agenda Item:** 16228

Summary of request/proposal:
Approval to extend one (1) Clerk Typist temporary position approved by Commissioners' Court on 12/31/08 and needed from July 01, 2009 through December 31, 2009 as listed on the attachment.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1251	Clerk Typist	T014	122	0.00	8,095.00	8,095.00
				0.00	8,095.00	8,095.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1251-412-00-270-011-0- 122	HIDTA CHAPTER 59 - TEMP P/T EMPLOYEES	$4,094.02
9-1251-412-00-270-011-0- 211	HIDTA CHAPTER 59 - HEALTH INSURANCE	
9-1251-412-00-270-011-0- 212	HIDTA CHAPTER 59 - LIFE INSURANCE	
9-1251-412-00-270-011-0- 220	HIDTA CHAPTER 59 - FICA	$313.19
9-1251-412-00-270-011-0- 230	HIDTA CHAPTER 59 - RETIREMENT	
9-1251-412-00-270-011-0- 250	HIDTA CHAPTER 59 - UNEMPLOYMENT COMP	$20.47
9-1251-412-00-270-011-0- 260	HIDTA CHAPTER 59 - WORKER'S COMP	$5.32
	2009 Budgetary Impact	$4,433.00

2010 Budgetary Impact: N/A

Possible Funding Sources: Within Dept. Budget (Fund Balance). Sufficient funding available in object code 122.

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 Agenda Item: 16228

Summary of request/proposal:
Approval to extend five (5) Clerk Typist temporary positions approved by Commissioners' Court on 12/31/08 and needed from July 01, 2009 through December 31, 2009 as listed on the attachment.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1222	Clerk Typist	T009	122	0.00	13,560.00	13,560.00
1222	Clerk Typist	T011	122	0.00	8,091.00	8,091.00
1222	Clerk Typist	T018	122	0.00	3,600.00	3,600.00
1222	Clerk Typist	T019	122	0.00	3,600.00	3,600.00
1222	Clerk Typist	T020	122	0.00	7,192.00	7,192.00
		TOTAL		0.00	36,043.00	36,043.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1222-412-00-080-006-0	122	DA BAD CHECK - TEMP P/T EMPLOYEES	$18,228.64
9-1222-412-00-080-006-0	211	DA BAD CHECK - HEALTH INSURANCE	
9-1222-412-00-080-006-0	212	DA BAD CHECK - LIFE INSURANCE	
9-1222-412-00-080-006-0	220	DA BAD CHECK - FICA	$1,394.49
9-1222-412-00-080-006-0	230	DA BAD CHECK - RETIREMENT	
9-1222-412-00-080-006-0	250	DA BAD CHECK - UNEMPLOYMENT COMP	$91.14
9-1222-412-00-080-006-0	260	DA BAD CHECK - WORKER'S COMP	$36.46
		2009 Budgetary Impact	$19,750.73

2010 Budgetary Impact: N/A

Possible Funding Sources: Within Dept. Budget (Fund Balance)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 **Agenda Item:** 16228

Summary of request/proposal:
Approval to extend four (4) Maintenance I temporary positions approved by Commissioners' Court on 12/31/08 and needed from July 01, 2009 through December 31, 2009 as listed on the attachment.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Maintenance I	T057	121	0.00	19,760.00	19,760.00
1202	Maintenance I	T058	121	0.00	19,760.00	19,760.00
1202	Maintenance I	T059	121	0.00	19,760.00	19,760.00
1202	Maintenance I	T060	121	0.00	19,760.00	19,760.00
				0.00	79,040.00	79,040.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1202-431-00-122-006-0-	121	PCT. 2 P/U RD -	TEMP F/T EMPLOYEES	$39,974.25
9-1202-431-00-122-006-0-	211	PCT. 2 P/U RD -	HEALTH INSURANCE	
9-1202-431-00-122-006-0-	212	PCT. 2 P/U RD -	LIFE INSURANCE	
9-1202-431-00-122-006-0-	220	PCT. 2 P/U RD -	FICA	$3,058.03
9-1202-431-00-122-006-0-	230	PCT. 2 P/U RD -	RETIREMENT	
9-1202-431-00-122-006-0-	250	PCT. 2 P/U RD -	UNEMPLOYMENT COMP	$199.87
9-1202-431-00-122-006-0-	260	PCT. 2 P/U RD -	WORKER'S COMP	$2,046.68
			2009 Budgetary Impact	$45,278.83

2010 Budgetary Impact: N/A

Possible Funding Sources: Within Dept. Budget (Fund Balance)- Intradepartmental Transfer

Budget Office Recommendation:

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 **Agenda Item:** 16228

Summary of request/proposal:
Approval to extend two (2) JCCC Monitor temporary positions approved by Commissioners' Court on 12/31/08 and needed from July 01, 2009 through December 31, 2009 as listed on the attachment.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1294	JCCC Monitor	T009	122	0.00	5,850.00	5,850.00
1294	JCCC Monitor	T010	122	0.00	5,850.00	5,850.00
				0.00	11,700.00	11,700.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1294-423-00-330-012-9- 122	TJPC - Y - TEMP P/T EMPLOYEES	$1,972.41
9-1294-423-00-330-012-9- 211	TJPC - Y - HEALTH INSURANCE	
9-1294-423-00-330-012-9- 212	TJPC - Y - LIFE INSURANCE	
9-1294-423-00-330-012-9- 220	TJPC - Y - FICA	$150.89
9-1294-423-00-330-012-9- 230	TJPC - Y - RETIREMENT	
9-1294-423-00-330-012-9- 250	TJPC - Y - UNEMPLOYMENT COMP	$9.86
9-1294-423-00-330-012-9- 260	TJPC - Y - WORKER'S COMP	$6.31
	2009 Budgetary Impact	$2,139.47

2010 Budgetary Impact: N/A

Possible Funding Sources: SUFFICIENT FUNDS IN OBJECT CODE 122

Budget Office Recommendation:

DATE: June 26, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for District Clerk

ACCOUNT NUMBER: 9-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(36,643.23)
TO				
9-1100-412-00-090-001-0-	121	DISTRICT CLERK -	TEMP F/T EMPLOYEES	33,819.31
9-1100-412-00-090-001-0-	220	DISTRICT CLERK -	FICA	2,587.18
9-1100-412-00-090-001-0-	250	DISTRICT CLERK -	UNEMPLOYMENT COMP	169.10
9-1100-412-00-090-001-0-	260	DISTRICT CLERK -	WORKER'S COMP	67.64
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringes for extension of three (3) temporary full-time positions.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

__/__/__
DATE

ATTEST, COUNTY CLERK

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 3, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Comm. Pct. 2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
113	REG F/T EMPLOYEES	121	TEMP F/T EMPLOYEES	$ 12,806.00
			TOTAL	$ 12,806.00

REASON: Transfer to fund salary related fringes for extension of four (4) temporary full-time Maintenance I positions .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 090 **DATE:** June 24, 2009

CURRENT POSITION TITLE: (Temporary) Assistant Deputy Clerk **CURRENT SLOT. #:** T068/T069/T070

REQUESTED POSITION TITLE:
(For new positions or reclassifications) (Temporary) Assistant Deputy Clerk

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other Extension

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 22290.00 (Current Budgeted Salary) $ 22,290.00 X 3 (Proposed Budgeted Salary) $ ~~22,290.00~~ 46,870.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other

POSITION Type:

Full Time Employee Object 113	☐	Part Time Employee Object 114	☐	10.7163	
Full Time Temporary Object 121	☑	Part Time Temporary Object 122	☐	$	Enter hourly rate for temp. positions: 10.7163 X 2080 = 22,290.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

07/01/2009	12/31/2009	M-F, 8am-5pm	40	6mo
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

See attached memo

NEW POSITION: Brief job description and attach a copy of the new job description.

see attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	June 24, 2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #2/122

DATE: Enter Date
6/25/2009

CURRENT POSITION TITLE: Enter position Title
Maintenance I

CURRENT SLOT. #: Enter current
T057
T058
T059
T060

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☑ Other Extension

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~79,040.00~~ (2e) Current Budgeted Salary
($19,760x4) $ $79,040.00 Proposed Budgeted Salary
$ 79,040.00 (2e) Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other 9-1202-431-00-122-006-0-121

POSITION Type:

Full Time Employee Object 113 ☐
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☒
Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 9.50/HR X 2080 HRS = $19,760.00 Each
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09	12/31/2009	Monday-Friday	40	6 Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐

FLSA:
Exempt ☐
Non-Exempt ☒

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Serve as general maintenance for the precinct. Involves Maintenance of County Roads & Row, Servicing & Operation such as brush collection, road patch work & drainage cleaning

NEW POSITION: Brief job description and attach a copy of the new job description.

See the attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/25/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Maintenance I FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUSES: NON EXEMPT

SUMMARY

Serves as general maintenance for the Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of County roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assist in cleaning equipment, hand tools, and truck.
- May perform minor repairs to the tools, equipment, and truck.
- Cut high grass or weeds and picks up brush along County right-of-way.
- Maintain shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right-of-ways.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Experience in masonry and cement work.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.

- Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA (270-011) **DATE:** 06/26/09

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T014

REQUESTED POSITION TITLE: CLERK TYPIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 8,095.00 (Proposed Budgeted Salary) $ 8,095.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09	12/31/2009	AS NEEDED	AS NEEDED	6MTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

POSITIONS WILL CONTINUE TO ASSIST THE SUPPORT STAFF AT THE HIDTA OFFICE WITH CLERICAL DUTIES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	6/26/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's Office (080-006) **DATE:** 06/27/09

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T009

REQUESTED POSITION TITLE: CLERK TYPIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 13,560.00 (Proposed Budgeted Salary) $ 13,560.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09	12/31/2009	AS NEEDED	AS NEEDED	6MTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

POSITION WILL CONTINUE TO ASSIST THE SUPPORT STAFF AT THE DA'S OFFICE WITH CLERICAL DUTIES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FLORENCE GUERRA DEPARTMENT HEAD	6/26/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's Office (080-006) **DATE:** 06/27/09

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T011

REQUESTED POSITION TITLE: CLERK TYPIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 8,091.00 (Proposed Budgeted Salary) $ 8,091.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09	12/31/2009	AS NEEDED	AS NEEDED	6MTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

POSITION WILL CONTINUE TO ASSIST THE SUPPORT STAFF AT THE DA'S OFFICE WITH CLERICAL DUTIES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	6/26/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's Office (080-006) **DATE:** 06/27/09

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T018, T019

REQUESTED POSITION TITLE: CLERK TYPIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 3,600.00 X2 (Proposed Budgeted Salary) $ 7,200.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09	12/31/2009	AS NEEDED	AS NEEDED	6MTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

POSITIONS WILL CONTINUE TO ASSIST THE SUPPORT STAFF AT THE DA'S OFFICE WITH CLERICAL DUTIES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	6/26/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's Office (080-010) **DATE:** 06/27/09

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T020

REQUESTED POSITION TITLE: CLERK TYPIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 7,192.00 (Proposed Budgeted Salary) $ 7,192.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09	12/31/2009	AS NEEDED	AS NEEDED	6MTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

POSITIONS WILL CONTINUE TO ASSIST THE SUPPORT STAFF AT THE DA'S OFFICE WITH CLERICAL DUTIES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. FOR RENE GUERRA DEPARTMENT HEAD	6/26/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. _____ HUMAN RESOURCES DIRECTOR	_____ DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. _____ DEPARTMENT OF BUDGET & MANAGEMENT	_____ DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. _____ COMMISSIONERS COURT APPROVAL	_____ DATE	_____	_____	

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's Office (080-010) **DATE:** 06/27/09

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T001 thru T003

REQUESTED POSITION TITLE: CLERK TYPIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 8,091.00 X3 (Proposed Budgeted Salary) $ 24,273.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09	12/31/2009	AS NEEDED	AS NEEDED	6MTHS
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

POSITIONS WILL CONTINUE TO ASSIST THE SUPPORT STAFF AT THE DA'S OFFICE WITH CLERICAL DUTIES.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA DEPARTMENT HEAD	6/26/2007 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: udge Mario E. Ramirez, Jr., Juvenile Justice Center -- 330 JUV PR **DATE:** 6/25/09

CURRENT POSITION TITLE: ICCC MONITOR **CURRENT SLOT. #:** T053,T54,T055, T056

REQUESTED POSITION TITLE ICCC MONITOR
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other Extension

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 4x 580.00 (Proposed Budgeted Salary) $ 4x 580.00 = 23,400.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee ☐ Object 113 | Part Time Employee ☐ Object 114 | _____

Full Time Temporary ☐ Object 121 | Part Time Temporary ☑ Object 122 | $ 7.50 X 780 = 5,850.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

Enter hourly rate for temp. positions

TEMPORARY POSITIONS:

7/1/09	12/31/09	Shift varies		6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		EXEMPT:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Continuation of program and workload

NEW POSITION: Brief job description and attach a copy of the new job description.

See copy of Job Description- + filing, regular office duties, assist Coordinator of the JCCC Program

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/25/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: udge Mario E. Ramirez, Jr., Juvenile Justice Center -- 330 JUV PR **DATE:** 6/25/09

CURRENT POSITION TITLE: CCC MONITOR **CURRENT SLOT. #:** T009, T010

REQUESTED POSITION TITLE: CCC MONITOR
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other extension

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 2x 5850.00 (Proposed Budgeted Salary) $ 2x 5850.00 = 11,700.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budge ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☑ $ Enter hourly rate for temp. positions 7.50 X 780 = 5,850.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

7/1/09	12/31/09	Shift varies		6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Continuation of program and workload

NEW POSITION: Brief job description and attach a copy of the new job description.

See copy of Job Description- + filing regular office duties, assist Coordinator of the JCCC Program

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/25/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

Job Title: Assistant Deputy Clerk/Scanner **FLSA Status: Non-Exempt**

Dept. Code: 090-001 **Civil Service Status: Exempt**

SECTION I – JOB DESCRIPTION

SUMMARY: The overall purpose and general responsibilities of the job.

Under direct supervision, is responsible for assembly, preparation and optical image scanning of original legal documents; logs scanning information; batches documents; and performs related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILTIES:

1. Examines documents to be scanned for legibility and sufficient recording and indexing information;
2. Enters type of record, instrument number and recording date;
3. Adjusts scanning equipment to correct optical settings for exposure, density and resolution;
4. Scans document and monitors screen image to ensure proper recording;
5. Maintains a daily log of documents scanned;
6. Assembles instruments in batches for forwarding to the appropriate section;
7. May deliver certified mail to United States Post Office;
8. Performs related duties as required.

SECTION II – JOB REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- Graduation from High School or General Education Development (GED) certificate.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of general office procedures;
- Ability to operate image terminal and basic office equipment;
- Ability to perform repetitive work with a minimal amount of supervision;
- Ability to identify missing or incorrect information;
- Ability to establish and maintain effective working relationships with co-workers, other County employees and the general public.

SPECIAL REQUIREMENTS:

Acts in the name of the District Clerk and shall perform all official acts as may be lawfully done and performed by such Clerk in person, pursuant to Section 82.005(c) of the Texas Local Government Code.

PHYSICAL DEMANDS:

Physical requirements include lifting/carrying 5-10 lbs. frequently; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate computer keyboard, optical scanner and basic office equipment. Subject to handling, reaching, walking and long periods of sitting to perform the essential functions.

DEPARTMENT JOB REQUIREMENTS: Variations in Job Requirements by department.

SECTION III – JOB DIMENSIONS

RESPONSIBILITY: Supervision given, accountability, safety, and confidentiality.

Job has impact on work unit operations and the public image. Primary responsibility for the proper operation of basic and specialized office equipment.

DIFFICULTY: Judgment, initiative and decision-making.

Decisions are made regarding individual work priorities.

GUIDANCE: Supervision received and level of independence.

Employee receives direct supervision when performing the essential functions. Well defined procedures are used when completing work assignments.

WORKING CONDITIONS: Working environment and other conditions of employment.

Working conditions are in an office environment.

WORK LOCATION: Hidalgo County Courthouse – District Clerk's Office

WORK HOURS: Monday – Friday, 40 hours per week

Hidalgo County District Attorney's Office
Job Description

Job Title: **Clerk Typist**

Exempt: **No**
Salary Level:
Job Category: **Clerical**

Summary: This is a position that involves limited independent judgment. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices. Does not supervise any employees.

Essential Duties and Responsibilities:
Other duties may be assigned.

Make copies of forms

File forms and files

Shred files/documents

Fax documents

Minimal preparation of forms

Minimal answering of phone

Retrieve files from storage

File documents in the District Clerk's Office or County Clerk

May input information into the computer

May act as receptionist or telephone switchboard operator or as a backup for such a position

May conduct limited research of records for information on criminal or civil records

Merge and edit legal documents in the computer.

Contacts law enforcement agencies, victims and witnesses.

Pull court dockets

Performs tasks as assigned by Supervisor

Qualification Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:
Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with MS Windows products. Must type between 35 - 45 words a minute.

Education and/or Experience:
High school diploma or general education degree (GED).

Language Skills:
Ability to read and interpret legal documents

Mathematical Skills:
Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:
Ability to define problem(s), collect data, establish facts, and draw valid conclusions.

Other Skills and Abilities:
Possess thorough knowledge of all major substantive law areas affecting program clients.

Possess thorough knowledge and understanding of legal terminology and procedures required by assigned duties.

Ability to get along well with people, assume responsibility and follow orders.

Ability to function at a high level under stressful conditions.

Ability to maintain confidentiality. Through knowledge of the "unauthorized practice of law".

Ability to perform high level analysis of cases and relevant legal materials.

Ability to communicate with persons in the client community. Bilingual ability is highly desirable.

Knowledge and understanding of the legal problems and needs of the poor.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands and finger, handle or feel objects, tools or controls; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk.

The employee must occasionally lift and/or move up to 10 lbs. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Must have a clear criminal record and must submit to a drug test.

HIDALGO COUNTY
JUVENILE PROBATION DEPARTMENT

Job Title:	**JCCC MONITOR**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**330**	**Civil Service Status:**	**Exempt**

SUMMARY:
Responsible for the Juvenile Court Conference Committee Volunteers and cases assigned within a specific area. Directly responsible to the Volunteer Coordinator and Assistant Volunteer Coordinator at all times.

QUALIFICATIN REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Responsible for completing and submitting, in a timely manner, all the necessary forms and proper documentation related to any cases and/or the program.
- Responsible for finding locations for any and all related activities to the program (i.e. conferences, monthly/bi monthly committee meetings, volunteer trainings, community service sites, etc.)
- Responsible for working with the chair/co chair of the committee assigned within the specific area in developing the agenda for the monthly/bi monthly committee meeting. Also preparing the necessary information (i.e. sign in sheets, documentation logs, etc.) for any and all activities/meetings related to the program.
- Responsible for attending all staff meetings and trainings assigned to by the immediate supervisor.
- Responsible for disseminating any and all information to the volunteers and community.
- Promote a positive image of the department in the community and maintain a high level of professionalism and moral character at all times.
- Work in harmony with all departmental staff and perform any and all duties as assigned to insure the efficient operation of the program.
- Ensure that all cases assigned are kept up to date with the proper documentation and in order.
- Assist the staff within the program and department when necessary or assigned by the immediate supervisor.
- Preferably be bilingual.

- Wear the appropriate attire that will convey a professional demeanor which is acceptable for an appearance in the office and community at all times.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employees must have proof of a current valid Texas motor vehicle operator's license.
- Must be able to be insured by County's insurance carrier.

OTHER INFORMATION:

- 15 hrs/wk (mostly in the evenings)
- Submit 3 references letters (by individuals not related to you)
- Submit a finger print card.
- Agree to a criminal history background check.
- Agree to a sex offender registration check.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Maintenance I — FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 — CIVIL SERVICE STATUSES: NON EXEMPT

SUMMARY

Serves as general maintenance for the Precinct. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of County roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assist in cleaning equipment, hand tools, and truck.
- May perform minor repairs to the tools, equipment, and truck.
- Cut high grass or weeds and picks up brush along County right-of-way.
- Maintain shop area clean on daily basis.
- May patch County Roads.
- May operate chainsaw to clear right-of-ways.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Experience in masonry and cement work.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's License
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.

- Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations

AI-16246 **21.H**

creation of new position - Inventory control specialist coordinator

CC REGULAR

Date:	06/30/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Budget and Management **Purchasing only:** Salary Schedul Change

Information

CAPTION

Purchasing Department (1100):
1. Approval to create one (1) full-time Inventory Control Specialist Coordinator position, slot #0030 budgeted $38,220.00
2. Approval of transfer of funds
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

Attachments

Link: revised salary schedule

Link: job description

Link: PAR'S

Link: Interdept. transfer

Link: fiscal note

Form Routing/Status

Form Started By: Monica Badillo Started On: 06/26/2009 04:56 PM
Final Approval Date: 06/26/2009

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HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-415-18-160-001-0

AI - 16246

PURCHASING

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	PURCHASE AGENT	92,664.00	0.00	92,664.00	0.05	4,633.20	0.00	97,297.20	97,297.00	1,440.00	0.00	0.00	8,000.00	0.00	106,737.00
0002	113	ASSISTANT PURCHASING AGENT	60,684.00	0.00	60,684.00	0.05	3,034.00	0.00	63,718.00	63,718.00	0.00	0.00	0.00	0.00	0.00	63,718.00
0003	113	FIXED ASSET MANAGER	53,500.00	0.00	53,500.00	0.05	2,675.00	0.00	56,175.00	56,175.00	0.00	0.00	0.00	0.00	0.00	56,175.00
0004	113	PROCUREMENT PROCESS/DATA MANAG	49,650.00	0.00	49,650.00	0.05	2,482.00	0.00	52,132.00	52,132.00	1,080.00	0.00	0.00	0.00	0.00	53,212.00
0005	113	ASSISTANT FIXED ASSET MANAGER	44,720.00	0.00	44,720.00	0.05	2,236.00	0.00	46,956.00	46,956.00	960.00	0.00	0.00	0.00	0.00	47,916.00
0006	113	PROCUREMENT PROCESS SPECIALIST/C	44,200.00	0.00	44,200.00	0.05	2,210.00	0.00	46,410.00	44,792.00	600.00	0.00	0.00	0.00	0.00	45,392.00
0007	113	CONTRACTS MANAGER	43,513.00	0.00	43,513.00	0.05	2,176.00	0.00	45,689.00	45,689.00	900.00	0.00	0.00	0.00	0.00	46,589.00
0008	113	CONTRACTS MANAGER	43,513.00	0.00	43,513.00	0.05	2,176.00	0.00	45,689.00	45,689.00	480.00	0.00	0.00	0.00	0.00	46,169.00
0009	113	CONTRACTS MANAGER	43,513.00	0.00	43,513.00	0.05	2,176.00	0.00	45,689.00	45,689.00	600.00	0.00	0.00	0.00	0.00	46,289.00
0010	113	BUYER II	39,952.00	0.00	39,952.00	0.05	1,997.60	0.00	41,949.60	41,950.00	720.00	0.00	0.00	0.00	0.00	42,670.00
0011	113	BUYER II	38,048.00	0.00	38,048.00	0.05	1,902.40	0.00	39,950.40	39,950.00	900.00	0.00	0.00	0.00	0.00	40,850.00
0012	113	INVENTORY ANALYST II	37,440.00	0.00	37,440.00	0.05	1,872.00	0.00	39,312.00	39,312.00	0.00	0.00	0.00	0.00	0.00	39,312.00
0013	113	INVENTORY CONTROL SPECIALIST	36,400.00	0.00	36,400.00	0.05	1,820.00	0.00	38,220.00	35,994.00	0.00	0.00	0.00	0.00	0.00	35,994.00
0014	113	BUYER	36,004.00	0.00	36,004.00	0.05	1,800.20	0.00	37,804.20	37,804.00	0.00	0.00	0.00	0.00	0.00	37,804.00
0015	113	BUYER	36,004.00	0.00	36,004.00	0.05	1,800.00	0.00	37,804.00	35,500.00	0.00	0.00	0.00	0.00	0.00	35,500.00
0016	113	BUYER	36,004.00	0.00	36,004.00	0.05	1,800.00	0.00	37,804.00	37,275.00	0.00	0.00	0.00	0.00	0.00	37,275.00
0017	113	BUYER	36,004.00	0.00	36,004.00	0.05	1,800.00	0.00	37,804.00	36,000.00	480.00	0.00	0.00	0.00	0.00	36,480.00
0018	113	BUYER	36,004.00	0.00	36,004.00	0.05	1,800.20	0.00	37,804.20	37,804.00	660.00	0.00	0.00	0.00	0.00	38,464.00
0019	113	PURCHASE ORDER ADMINISTRATOR	32,779.00	0.00	32,779.00	0.05	1,639.00	0.00	34,418.00	34,418.00	480.00	0.00	0.00	0.00	0.00	34,898.00
0020	113	SECRETARY	28,378.00	0.00	28,378.00	0.05	1,418.90	581.10	30,378.00	30,378.00	600.00	0.00	0.00	0.00	0.00	30,978.00
0021	113	ASSISTANT PURCHASE ORDER ADMINIS	28,366.00	0.00	28,366.00	0.05	1,418.00	582.00	30,366.00	30,366.00	0.00	0.00	0.00	0.00	0.00	30,366.00
0022	113	SURPLUS MANAGER	28,350.00	0.00	28,350.00	0.05	1,418.00	582.00	30,350.00	30,350.00	420.00	0.00	0.00	0.00	0.00	30,770.00
0023	113	ASSISTANT PURCHASE ORDER ADMINIS	27,016.00	0.00	27,016.00	0.05	1,351.00	649.00	29,016.00	28,500.00	0.00	0.00	0.00	0.00	0.00	28,500.00
0024	113	RECEPTIONIST	25,739.00	0.00	25,739.00	0.05	1,287.00	713.00	27,739.00	27,739.00	0.00	0.00	0.00	0.00	0.00	27,739.00
0025	113	TRAVEL CARD SPECIALIST	41,000.00	0.00	41,000.00	0.05	2,050.00	0.00	43,050.00	43,050.00	0.00	0.00	0.00	0.00	0.00	43,050.00
0026	113	DATA CLERK	20,800.00	0.00	20,800.00	0.05	1,040.00	960.00	22,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0027	113	BUYER II	41,949.00	0.00	41,949.00	0.05	2,097.45	0.00	44,046.45	39,900.00	720.00	0.00	0.00	0.00	0.00	40,620.00
0028	113	INVENTORY CONTROL SPECIALIST	38,220.00	0.00	38,220.00	0.05	1,911.00	0.00	40,131.00	37,170.00	0.00	0.00	0.00	0.00	0.00	37,170.00
0029	113	BUYER II	39,952.00	0.00	39,952.00	0.05	1,998.00	0.00	41,950.00	39,000.00	0.00	0.00	0.00	0.00	0.00	39,000.00
0030	**113**	**INVENTORY CONTROL SPECIALIST COORDINATOR**	**0.00**	**38,220.00**	**38,220.00**	**0**	**0.00**	**0.00**	**38,220.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	**1,160,366.00**	**38,220.00**	**1,198,586.00**		**58,018.95**	**4,067.10**	**1,260,672.05**	**1,180,597.00**	**11,040.00**	**0.00**	**0.00**	**8,000.00**	**0.00**	**1,199,637.00**

Approval to create one (1) regular full-time Inventory Control Specialist Coordinator position, slot #0030, budgeted salary $38,220.00. Pending CC approval.

Hidalgo County Purchasing Department

Job Title: Inventory Control Specialist Coordinator **FLSA: Non-Exempt**

Department: 160 **Civil Service Statuses: Non-Exempt**

Suggested Range: **$38,220.00**

Summary Of Function:

Under the direction and supervision of the Hidalgo County Purchasing Agent, assists the Hidalgo County Fixed Asset Division Performs a variety of technical duties related to the oversight and maintenance of the Hidalgo County Fixed Asset Program. Assists in the evaluation and monitoring complex transactions associated with the provision, accounting and disposal of County Fixed Assets. In the absence of the Fixed Asset Manager acts as liaison between county elected officials, department heads, program directors, multiple outside agencies and other county staff and the community as required.

Duties

1. Maintains Inventory files at Precinct Level, pertaining to a) Roadways, b) Building, c) Machinery and Equipment, and d) Other Structures such as parks and landfills.
2. Coordinates with R&B personnel, management, and precinct accounting section, to compile information pertaining to roadway construction-i.e.(ROW acquisition, and roadway paving/improvements)
3. Obtains pertinent information for all roadway projects financed with Hidalgo County, Urban County, Colonia Access Program Grants, Capital Improvement Projects Funding, and Subdivision Roadways dedicated to County.
4. Capture information pertaining to Roadway Projects by operating a GPS device and generates progress reports.
5. Maintains logbook to record location and assignment of Machinery, Vehicles, and other equipment to precinct personnel.
6. Ensures that all Machinery and Equipment is properly tagged and accounted for.
7. Prepares monthly reports to be submitted to County Purchasing Department/Fixed Asset Division, pertaining to Roadway construction, Inventory confirmations of equipment, reports on losses, transfers to surplus or to other County Departments.
8. Will gather documentation for all Precinct vehicles and submit to Purchasing Department –Fixed Asset Division.

9. Works in coordination with Precinct Management, Accounting and Roadway Foreman to obtain all necessary information to produce timely and complete reports.
10. Obtaining additional information on extra territorial jurisdiction roadway annexation by cities on a quarterly basis to the fixed asset division.
11. Provide all properly prepared and signed asset transfer forms.
12. And any other duties as assigned.

QUALIFICATION REQUIREMENTS:

- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

- Should be Proficient on MS Applications such as MS Excel, MS Access, and MS Word.

- Should have experience in accounting and inventory procedures. At least two years of experience in general clerical work, including one year in a position that provided a working knowledge of purchasing operations or banking credit card system; or an equivalent combination of education and experience.

EDUCATION and/or EXPERIENCE

- **High School Graduate or equivalent**

- An associates degree from an accredited institution of higher learning or a minimum of 60 collage hours in **Business Management, Finance, Accounting, Economics and work experience in inventory management and fixed assets control related field preferred.**

CERTIFICATES, LICENSES, REGISTRATIONS

- **Must have proof of current valid Texas Motor Vehicle Operations license**
- **and must be insured by the County's insurance carrier.**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Purchasing Department #160 **DATE:** March 06, 2009

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0030

REQUESTED POSITION TITLE: Inventory Control Specialist Coordinator
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 38,220.00 (Proposed Budgeted Salary) $ 38,220.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

_____ Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To Keep up with the increase demand with inventory information, whether it is to perform actual inventories or the detailed work performed in reviewing the GASB 34 info. The Purchasing Department's Fixed Asset Division is in the process of performing inventories through out the County and verifying that any and all inventory items are correctly tagged with County Asset Tags and that the records and physical items located at each and every department through out the County is as accurate as possible. The time & effort to upkeep the information on the GASB report and verify that info. is correct.

NEW POSITION: Brief job description and attach a copy of the new job description.

Perform inventories at the Precinct level and review information submitted by the precincts in regards to the GASB Infrastructure Depreciation Report.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

An additional staff member will help improve the turn around time of information requested and the number of inventories that can be conducted through out the year. The position will also help with the detailed job it entails in reviewing the information that is submitted by the precincts and what is recorded on the expenditure reports.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Martha L Salazar DEPARTMENT HEAD	3/9/09 6/26/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: June 29, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Purchasing Dept.

ACCOUNT NUMBER: 9-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(24,243.00)
TO			
9-1100-415-18-160-001-0- 113	PURCHASING -	REG F/T EMPLOYEES	18,890.34
9-1100-415-18-160-001-0- 211	PURCHASING -	HEALTH INSURANCE	2,058.07
9-1100-415-18-160-001-0- 212	PURCHASING -	LIFE INSURANCE	13.34
9-1100-415-18-160-001-0- 220	PURCHASING -	FICA	1,445.11
9-1100-415-18-160-001-0- 230	PURCHASING -	RETIREMENT	1,703.91
9-1100-415-18-160-001-0- 250	PURCHASING -	UNEMPLOYMENT COMP	94.45
9-1100-415-18-160-001-0- 260	PURCHASING -	WORKER'S COMP	37.78
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Interdepartmental transfer to fund prorated salary and related fringes for a new Inventory Control Specialist Coordinator position.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 30, 2009 **Agenda Item:** 16246

Summary of request/proposal:
Purchasing Dept. is requesting approval to create one (1) regular full-time Inventory Control Specialist Coordinator position, slot #0030, budgeted salary $38,220.00. Pending CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Inventory Control Specialist Coordinator	0030	113	0.00	38,220.00	38,220.00
				0.00	38,220.00	38,220.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-18-160-001-0	113	PURCHASING -	REG F/T EMPLOYEES	$15,961.61
9-1100-415-18-160-001-0	211	PURCHASING -	HEALTH INSURANCE	$1,738.99
9-1100-415-18-160-001-0	212	PURCHASING -	LIFE INSURANCE	$11.28
9-1100-415-18-160-001-0	220	PURCHASING -	FICA	$1,221.06
9-1100-415-18-160-001-0	230	PURCHASING -	RETIREMENT	$1,439.74
9-1100-415-18-160-001-0	250	PURCHASING -	UNEMPLOYMENT COMP	$79.81
9-1100-415-18-160-001-0	260	PURCHASING -	WORKER'S COMP	$15.96
			2009 Budgetary Impact	$20,468.45

2010 Budgetary Impact: $49,011.59

Possible Funding Sources: Co. Wide Adm. Contingency

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-16235 **22.A.4.**

Amending current Hidalgo County Purchasing Policies & Procedures

CC REGULAR

Date:	06/30/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Discussion, consideration and approval to modify Hidalgo County's Purchasing Policies & Procedures, pursuant to the State of Texas' 81st. Legislature-Regular Session, HB 987 (SB 624 identical) effective 6-22-09, Texas Local Government Codes 262 (various clauses), 271 (various clauses) sealed competitive bid (procurement) limit is changed (raised) from $25,000.00 to $50,000.00 and changing the work from bidding to procurement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

All county departments procuring goods, equipment and services would be impacted and budgets would need to be identified.

Attachments

Link: House Bill

Link: House Bill

Link: Policies and Procedures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/26/2009 09:25 AM	APRV
2	Budget & Management	Erika Zamora	06/26/2009 09:56 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/26/2009 02:43 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Marty Salazar — Started On: 06/25/2009 08:10 PM

Final Approval Date: 06/26/2009

corporation under Section 304.001, Local Government Code.

SECTION 2. Subchapter B, Chapter 44, Education Code, is amended by adding Section 44.0313 to read as follows:

Sec. 44.0313. PROCEDURES FOR ELECTRONIC BIDS OR PROPOSALS. (a) A school district may receive bids or proposals under this chapter through electronic transmission if the board of trustees of the school district adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

(b) Notwithstanding any other provision of this chapter, an electronic bid or proposal is not required to be sealed. A provision of this chapter that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted under Subsection (a).

SECTION 3. Section 262.003(a), Local Government Code, is amended to read as follows:

(a) Any law that requires a county to follow a competitive procurement [~~bidding~~] procedure in making a purchase requiring the expenditure of $50,000 [~~$25,000~~] or less does not apply to the purchase of an item available for purchase from only one supplier.

SECTION 4. Section 262.023(a), Local Government Code, is amended to read as follows:

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $50,000 [~~$25,000~~], the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Subchapter H, Chapter 271.

SECTION 5. Section 262.0245, Local Government Code, is amended to read as follows:

Sec. 262.0245. COMPETITIVE PROCUREMENT [~~BIDDING~~] PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS. A county purchasing agent shall adopt procedures that provide for competitive procurement [~~bidding~~], to the extent practicable under the circumstances, for the county purchase of an item [~~under a contract~~] that is not subject to competitive procurement [~~bidding under Section 262.023~~].

SECTION 6. Section 271.024, Local Government Code, is amended to read as follows:

Sec. 271.024. COMPETITIVE PROCUREMENT [~~BIDDING~~] PROCEDURE APPLICABLE TO CONTRACT. If a governmental entity is required by statute to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than $50,000 [~~$25,000~~] from the funds of the entity, the bidding on the contract must be accomplished in the manner provided by this subchapter.

SECTION 7. Section 271.054, Local Government Code, is amended to read as follows:

Sec. 271.054. COMPETITIVE PROCUREMENT [~~BIDDING~~] REQUIREMENT. Before the governing body of an issuer may enter into a contract requiring an expenditure by or imposing an obligation or liability on the issuer, or on a subdivision of the issuer if the issuer is a county, of more than $50,000 [~~$25,000~~], the governing body must submit the proposed contract to competitive procurement [~~bidding~~].

SECTION 8. Section 271.153(a), Local Government Code, is amended to read as follows:

(a) The total amount of money awarded in an adjudication brought against a local governmental entity for breach of a contract subject to this subchapter is limited to the following:

(1) the balance due and owed by the local governmental entity under the contract as it may have been amended, including any amount owed as compensation for the increased cost to perform the work as a direct result of owner-caused delays or acceleration;

(2) the amount owed for change orders or additional work the contractor is directed to perform by a local governmental entity in connection with the contract; [~~and~~]

(3) reasonable and necessary attorney's fees that are equitable and just; and

(4) interest as allowed by law.

SECTION 9. Section 271.9051(b), Local Government Code, is amended to read as follows:

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed

bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

SECTION 10. The heading to Section 281.047, Local Government Code, is amended to read as follows:

Sec. 281.047. CONTRACTS OVER $50,000 [~~$10,000~~].

SECTION 11. Section 281.047(a), Local Government Code, is amended to read as follows:

(a) This section applies to a contract that is for materials for, or construction of, facilities and that is for an amount greater than $50,000 [~~$10,000~~].

SECTION 12. Section 351.137(b), Local Government Code, is amended to read as follows:

(b) Construction contracts requiring an expenditure of more than $50,000 [~~$15,000~~] may be made only after competitive bidding as provided by Subchapter B, Chapter 271.

SECTION 13. Section 375.221, Local Government Code, is

President of the Senate

Speaker of the House

I certify that H.B. No. 987 was passed by the House on April 15, 2009, by the following vote: Yeas 146, Nays 1, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 987 on May 31, 2009, by the following vote: Yeas 143, Nays 0, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 987 was passed by the Senate, with amendments, on May 21, 2009, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

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Secretary of the Senate

APPROVED: _____

Date

_____

Governor

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. Introduction

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May, 03, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex.Loc.Govt.Code § 262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 2005, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

II. Objective of the Centralized Purchasing Program

2.01 A centralized purchasing program has been established in the County to achieve The objectives listed as follows:

2.01.01 To obtain goods and services at the best price possible.

2.01.02 To obtain goods and services best suited to the particular needs of the County.

2.01.03 To ensure the timely delivery and adequate availability of goods and services.

2.01.04 To ensure that purchases conform to state law, County policies, the County budget any payment ability.

2.01.05 To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.

2.01.06 To ensure that public spending is not used to enrich elected officials, department heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. Purchasing Code of Ethics

3.01 **Statement of Purchasing Policy**. Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

To achieve the purpose of this Article, and these Policies, it is essential that those doing business with the County also observe the ethical standards prescribed here.

3.02 **General Ethical Standards**

3.02.01 It shall be a breach of ethics to attempt to realize personal gain through public Employment with the County by any conduct inconsistent with the proper discharge of the elected official's department head's or employee's duties.

3.02.02 It shall be a breach of ethics to attempt to influence any elected official, department head of public employee of the County to breach the standards or ethical conduct set forth in this code.

3.02.03 It shall be a breach of ethics for any elected official, department head or employee of the County to participate directly or indirectly in a procurement when the elected official, department head or employee knows that:

a. The elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family has a financial interest pertaining to the procurement.

b. a business or organization in which the elected official, department head or employee, or any member of the elected official's, department head's, or employee's immediate family, has a financial interest pertaining to the procurement;

c. any other person, business or organization with whom the elected official, department head, or employee or any member of the elected official's, department head's or employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

3.02.04 It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

3.02.05 It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

3.02.06 The prohibition against gratuities and kickbacks prescribed in subparagraph 4 and 5 above shall be conspicuously set forth in every contract and solicitation therefore.

3.02.07 It shall be a breach of ethics for any current or former elected official, department head or employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipating gain of any person, entity or organization.

3.03 **Construction with other provisions.** The provision of this Purchasing Code of Ethics shall be in addition to the ethical provisions contained in any County personnel manual or Civil Service rules or policies. In the event of a conflict between the provisions of this Purchasing Code of Ethics and the provisions of such manuals, rules or policies, the more restrictive shall control. A violation of this Purchasing Code of Ethics by an employee of the County covered under the County's civil service system shall be punishable under the provisions of the governing rules and policies of such system.

IV. Duties of the Purchasing Agent

4.01 **Generally.** The duties of the Purchasing Agent shall include purchasing or approving the purchase of all supplies, materials and equipment required or used and contracting for all repairs to property used by the County or any of its agencies, officers or employees, except purchases and contracts required by law to be made on competitive bid pursuant to Chapter 262, Texas Local Government Code. Except where expressly permitted herein, no person, other than the Purchasing Agent, may purchase supplies, materials or equipment or make contracts for repairs.

4.02 **Supervise All Purchases.** The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in accordance with the purchase order to contract.

4.03 **Interlocal Cooperation**. The Purchasing Agent may cooperate with the purchasing agent or department of state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04 **Inter-Department Transfers.** To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment form any agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County Department, officer or employee of the County requiring the supplies or materials or use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05 **Disposal of Salvage Property.** The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying form SLVG-PD-001. Form SLVG-PD-001 must be completed and necessary approval received for all surplus/salvage property dispositions.

4.06 **Prepare Specifications.** The Purchasing Agent, along with the person requesting the purchases of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

V. Delegation of Duties

5.01 **Purchases Not Exceeding $1,000.00**. The Purchasing Agent may delegate to any elected official or department head the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00).

5.02 **Repairs-Vehicles & Equipment**. The Purchasing Agent may delegate to any elected official or department head the authority to purchase repair parts and services for motor vehicles, office or shop equipment, and similar items valued up to Two Thousand Dollars ($2,000.00)

5.03 **Repairs-Heavy Machinery.** Purchases of repair parts and services for road building and other heavy machinery valued up to Five Thousand Dollars ($5,000.00) is delegated to each County Commissioner and to the Manager of Hidalgo County Drainage District #1.

5.04 **Limitation of Delegation.** Notwithstanding any provision herein to the contrary, no delegation of authority to purchase any item bought from the permanent improvement fund or any equipment which shall be recorded in the physical inventory record is hereby made.

5.05 **Authorized Employees.** Elected officials and department heads may also delegate the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00) by furnishing the Purchasing Agent a memorandum listing the employee(s) so authorized.

VI. Requisition Process

6.01 **Overview.** Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex.Loc.Govt.Code § 113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required and where to deliver it.

6.02 **Procedures and Forms**

6.02.01 All purchases of goods and services, other than purchases under the authority delegated in Article V, shall be commenced by the requesting department completing a Hidalgo County Requisition Form (***Form HCPD-01***) and submitting it to the Purchasing Department.

6.02.02 Form HCPD-01 should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor to assure the goods are delivered or services performed by the date required by the requesting department.

6.02.03 Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods and services.

6.03 **Requisition Priority Designations**. Each form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e….not "Rush" or "ASAP"). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designation to determine abuse or potential abuse of expedited purchasing procedures. Requisitions are divided according to the type of action required on the purchase.

6.03.01 **Routine**- (for all normal purchasing transactions requiring a Requisition Form). The Purchasing Department will process these requisitions using routine procedures set out in Procedures Number 6.04.01. Routine Purchases are designated **Priority Four.**

6.03.02 **Expedited-** (for items that are needed sooner than the normal purchasing process would be able to get them). The only legitimate loss of the County's money. Expedited purchases are not emergency purchases. They are for items needed quickly to prevent costly delays, and therefore warrant the additional cost and effort caused by the interruption of the normal purchasing routine. However, They are not to be used unless absolutely required. The two types of Expedited Purchases are:

a. **Walk Through**- (for items needed within ten working days to avoid work interruption, loss of service or significant added cost of operations). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.02. The requisition and other documents are hand carried through the purchasing process by the requesting department. These purchases are designated **Priority Three**.

b. **Work Stoppage**- (for items needed immediately to prevent work stoppage due to unanticipated requirements). The Purchasing Department processes these requisitions using routine procedures set out in the Procedure Number 6.04.03, but the process may be started by telephone request to the Purchasing Department, followed by delivery of a completed Requisition Form HCPD-01. These purchases are designated **Priority Two**.

6.03.03 **Emergency-** (for all requirements because of an emergency condition as defined In Procedure Number 9.01.01). The Purchasing Department processes these requisitions using routine procedures set out in Procedure 6.04.04 These purchases are designated **Priority One**.

6.04 Processing of Requisitions

6.04.01 Priority Four Requisition. When a requisition is received in the Purchasing Department, it must be verified for accuracy, authorization and budget authority. Purchasing will do the following: a) check the requisition for completeness; b) Check computations for accuracy; c) verify contract provision (if purchases under existing contract); d) verify authorizations against authorization lists;

e) verify budget authority (budget line-item authority and unencumbered budget balance); f) prepare purchase order (see Procedure Number 6.04.06).

6.04.02 **Priority Three Requisition**. (a) The Form HCPD-01 is completed as with a priority Four requisition, coding it Priority Three. B) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. c) Walk the requisition to all required stations. d) Hand carry the requisition to Purchasing. Purchasing makes the purchases in accordance with either Article VII or Article VIII.

6.04.03 **Priority Two Requisition**. a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority Two. b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. d) Purchasing begins the purchase process immediately upon receiving the telephone call step (b), and makes the purchase in accordance with Article VII or Article VIII.

6.04.04 **Priority One Requisition.** a) The form HCPD-01 is completed as with a Priority Four requisition, coding it Priority One. b) The preparer should then notify Purchasing by telephone, specifying that a Priority One requisition is being walked through. Purchasing all should be provided with all details of the purchase. c) Walk the requisition to all required stations. d) Hand carry the requisition to all required stations. Purchasing begins the purchase immediately Upon receiving the telephone call in accordance with Procedure 9.01.02.

6.04.05 *NOTE: For all purchases required under Priority Two and Priority Three which Also require competitive bidding, an emergency must be declared in order to bypass the competitive bidding process. All Priority One purchases must meet the qualifications for emergency purchases in the pertinent statutes, as outline in Procedure 9.01.01*.

6.04.06 **Purchase Order.** When the completed requisition is received in the purchasing Office, a purchase order("PO", form HCPD-02) will be prepared. The requisition And the PO are approved by the County Judge. The prepared PO is delivered to the vendor which is awarded the contract, in accordance with Article VII and VIII.

VII. <u>Competitive Bidding</u>

7.01. **Bidding Required.** Before any person, department, official or agent of the County may purchase one or more items under contract that requires an expenditure exceeding Fifteen Thousand dollars ($15,000.00), the competitive bidding requirements prescribed by Chapter 262, Texas Local Government Code, must be utilized with the assistance of the Purchasing Agent. In applying the competitive proposals, all separate, sequential or component purchases (purchases made separately, purchases made over a period of time or purchases of component parts of an item or items that in the normal purchasing practice would be purchased in purchase) are treated as if they are part of a single purchase and of a single contract. This requirement includes leases, installments payments and lease purchases in the event the total amount of payment will exceed Fifteen Thousand Dollars ($15,00.00) over the life of the contract.

7.02. **Exception.** The only exception to the competitive bidding process outlined in this Article VII are set forth in section 262.024, Texas Local Government Code, and Article IX herein. These exceptions shall be determined solely as provided in Article IX.

7.03. **Specifications/Procedures**

7.03.01 When the purchase of one or more items requiring competitive bidding pursuant to Chapter 262, Texas Local Government Code, and this Article 7, is required, the person desiring to purchase the item shall first submit written specifications to the Purchasing Agent. The Purchasing Agent shall, upon request, assist in developing the specifications.

7.03.02 No specifications shall be written, which by design exclude legitimate competition between vendors. No brand names shall be utilized unless a disclaimer is used which opens the specification to competing brands of equal or superior quality.

7.03.03 The requisition, along with the proposed specifications and a bidding timeline, Are submitted to the Commissioners Court which shall approve the form and Content of the specifications and determine when the bids will be opened and when results will be submitted to the Commissioners Court.

7.03.04 After approval of the specifications and bidding timeline, the Purchasing Department will proceed with advertising for bids in accordance with the Timeline and applicable provisions of the Local Government Code.

7.03.05 The Purchasing Agent may mail an Invitation to Bid form to potential vendors When, in the judgment of the Purchasing Agent, such Invitation to Bid would enhance the bidding process.

7.03.06 Alternative competitive proposals may be obtained on purchases of insurance And high-technology items (as defined by statue), and for items for which it is Impractical to prepare detailed specifications. The procedure for this is prescribed in Sections 262.0295 and 262.030 of the Texas Local Government Code and may be utilized by the Purchasing Agent when approved by the Commissioners Court.

7.04 **Selection of successful bidder**

7.04.01 In competitive bidding, informal bids or proposals, the evaluation of the bids and proposals and the selection of vendors shall be done with the view to obtain the money spent. The vendor selected shall be responsible bidder who submits the lowest and best bid.

7.04.02 The Purchasing Agent shall present the bids to the Commissioners court at a meeting at the Commissioners Court.

7.04.03 In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.

7.04.04 No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evident concerning the lower bidder's responsibility.

7.04.05 In the event the Alternate Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized, as provided in Procedure 7.02.06, the lowest responsible bidder selection in accordance therewith may be determined through negotiation with parties submitting proposals.

7.04.06 In the event that information on costs of the repair, maintenance or repurchase of earth moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered by the Commissioners Court in selecting the most responsible bidder.

7.04.07 In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering materials may be considered in selecting the most responsible bidder.

7.04.08 Multiple contracts may be awarded for the purchase or road construction materials if more than one bidder submits the lowest and best bid or a particular type or location of material.

7.05. **Changes in Plan and Specifications** When there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves and increase or decrease in cost of Fifteen Thousand Dollars ($15,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change order; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statue, rule, regulation, or judicial decision enacted, adopted or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

VIII. <u>Non-bid Purchases</u>

8.01 Purchases Under Delegated Authority. For purchases, the authority for which is delegated under Article V hereof;

8.01.01 An authorized person submits a form HCPD-01 to Purchasing, together with the Invoice for the goods or services acquired. Note: the completed requisition must be completed and dated prior to the purchase being made, but need only be submitted to Purchasing once the purchase is completed.

8.01.02 Purchasing checks the requisition in accordance with Procedure 6.04.01, and Forwards it to the County Judge, along with a PO for approval. After the approval of the County Judge, the Requisition and PO are forwarded to the County Auditor for payment. It is the Department's responsibility to confirm, in advance, that there is budget authorization and a sufficient unencumbered budget balance to cover the purchase, and to request a budget amendment or line item transfer if necessary.

8.01.03 When an emergency occurs outside of regular office hours, a County official or Department head may release a verbal order to the vendor and then complete and submit a requisition to Purchasing with a written explanation of the emergency.

8.01.04 When a purchase is made under this procedure without proper budget authority, the cost of the purchase shall be the personal responsibility of the highest-level person ordering/approving such purchase within the requesting department.

8.01.05 The Purchasing Department shall periodically review purchases made under this procedure for repetitive; component or sequential purchases are being made in violation of the competitive bidding laws and these Policies.

8.02. **Non-Delegated Purchases Not Exceeding $5,000.00**

8.02.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with verbal or telephone quotations from such supplies. Vendors who are located throughout the County and state should be contacted.

8.02.02 The Requisition is processed in the normal manner and submitted to Purchasing.

8.02.03 Purchasing verifies the Requisition, approves same, and after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.02.04 If the requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.0205 The Purchasing Agent shall establish policies requiring the random verification or telephone or written quotations before authorizing a purchase.

8.03. **Purchases Between $5,000.01 and $25,000.00. (Revision to the $15,000.00 Statutory Bidding Limited was enacted to $25,000.00 pursuant to Senate Bill 1669, Article 7.01, effective September 01, 1999.)**

8.03.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.03.02 The Requisition is processed in the normal manner and submitted to Purchasing.

8.03.03 Purchasing verifies the Requisition, approves same, and, after obtaining approval or the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.03.04 If the Requisition is disapproved for any reason, the Requisition is returned to the User with a written reason for the disapproval.

8.03.05 The Purchasing Agent shall establish policies requiring the random verification of Written quotation, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.

8.04 **Information Contained in Quotes.** For all oral or written quotations obtained; the following information must be exchanged between the vendor and the County;

8.04.01 Information related to the prospective vendor should include a description of the Item (or items), the quantity required (in standardized units, if applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.

8.04.02 Information obtained for the prospective vendor must include the name, address And telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of

The representative providing the quote, and the specific (i.e….name brand and Model number) product offered. For written quotations, this information must be Included on the face of the written proposal.

8.05 **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factor being equal, the lowest price should always be taken), relative quality of goods and services (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, over relevant factors as determined by the Purchasing Agent.

IX. Emergency and Sole Source Purchases, Other Exempt Purchases

9.01 Emergency Defined, Procedures.

9.01.01 Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a) (1),(2), & (3) and are not utilized at all, except:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;

b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or

c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02 The following procedures *must* be followed for Priority One purchases;

a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedures 9.01.01, or Tex. Loc. Govt. Code § 262.024.

b. Designation. The designation of Priority One indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.

c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:

i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately.

ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.

iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in the purchases in accordance with Procedure 6.04.06

Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.

iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase from the vendor.

d. Evening, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:

i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.

ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described Procedure 9.01.02(d)(ii), above, attaching the invoices, bills for materials, receipts or other documents related to the purchase.

e. Certification The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reason listed in Procedure 9.01.01.

f. Commissioners Court Approval If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

9.03 **Other Exempt Purchases**. In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outline in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, and order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing;

9.03.01 A personal or professional service (not prohibitions on competitive bidding for professional services contained in the Professional Services Procurement Act, Tex. Loc. Govt. Code Ch. 2254, Subch A);

9.03.02 Any work performed and paid for by the day, as the work progresses;

9.03.03 Any land or right-of-way (including a lease of land or a building, in Accordance with Attorney General Opinion No. MW-535 (1982);

9.03.04 Any item of food, provided however, that in lieu of competitive bidding for purchases over $5,000.00, the procedures outlined in Procedure 8.03 are followed at intervals established by the Commissioners Court;

9.03.05 Personal Property sold at auction by state licensed auctioneer, at a going out of business sale conducted in accordance with Texas Business & Commerce Code Chapter 17, Subchapter F, or by a political subdivision of this state, or an entity of the federal government;

9.03.06 Any work performed under a contract for community and economic development made by a county under Tex. Loc. Govt. Code §381.004; or

9.03.07 The renewal or extension of a lease or of an equipment maintenance agreement if (1) the lease or agreement has gone through the competitive bidding or quote procedures within the preceding twelve (12) months, (b) the renewal or extension is the first renewal or extension of the lease of agreement.

X. Cooperative Purchasing

10.01 **State Cooperation**. The requirements of Article VII and Article VIII may be satisfied by compliance with the procedures and requirements of Tex. Loc .Govt. Code § 271.081-271.083.

10.02 Local Cooperation. The County shall, whenever advantageous to do so, enter into cooperative purchasing arrangements with other local governments pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ch. 791. In the event such an arrangement is made, purchases thereunder shall be made in accordance with the more strict requirements of relevant statutes and purchasing policies. For example, the County is not required to address the issue of Historically Underutilized Businesses ("HUB"), but municipalities must do so in purchases over $3,000.00; therefore, in a cooperation agreement with a municipality, purchases over such amount must follow state statutes governing the use of HUBs.

XI. Bonds

11.01 **May Be Required.** The County may, and if mandated by statue, shall, require a bid bond, a performance bond and/or a payment bond, to the extent permitted by applicable state statutes, for any contracts, for any contract by including such requirement in the bid specifications or request for proposals. Any such bond so required shall be executed with a surety company authorized to do business in the State of Texas.

11.02 **Bid Bond.** If a contract is for the construction of public works or is a contract exceeding One Hundred Thousand Dollars ($100,000.00) the bid specifications or request for proposals may require the bidder a good and sufficient bid bond in the amount of five percent (5%) of the total price.

11.03 **Payment and Performance Bond-Permissive.** In the event the contract exceeds Fifty Thousand Dollars ($50,000.00) and is not covered by Procedures 11.06, the County may require the successful bidder to furnish a payment bond and a performance bond to the County in the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

11.04 **Contracts Less than $50,000.00** In the event the contract is for Fifty Thousand Dollars ($50,00.00) or less, the County may provide in the bid notice or request for proposals that no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

11.05 **Regulation Bidder-No Performance or Bid Bond.** A bidder or proposal offerer whose rates are subject to regulations by a state agency may not be required to furnish a performance bond or a bid bond.

11.06. **Performance and Payment Bond- Mandatory.** If a contract is for the construction, alteration or repair of public buildings or public works, the bid specifications shall require a performance bond for a contact in excess of One Hundred Thousand Dollars ($100,000.00) and shall require a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

AI-16225 **22.B.1.**

Pct 1-WA#s 3,4 & 5-Leonel Garza Jr. & Associates, Inc.-C-09-169-05-05

CC REGULAR

Date:	06/30/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Acceptance and approval of Work Authorization Nos. 3, 4, & 5 with estimated amounts of $2,000.00 each with Leonel Garza, Jr. & Associates, to provide professional appraiser services for the items detailed and specified herein for the project in Pct. #1 to be known as Air Burner Site under contract #09-169-05-05:

a. WA #3 -Corresponding to the Tx DOT Form A-5 and/or A-6 format for: "Campacuas 5 AC of Lot 13 Block 99 4.92 AC Net;

b. WA #4-Corresponding to the Tx DOT Form A-5 and/or A-6 format for: "Campacuas 5 AC of Lot 14 Block 99 4.92 AC Net;

c. WA #5-Corresponding to the Tx DOT Form A-5 and/or A-6 format for: "Campacuas 5 AC of Lot 15 Block 99 4.92 AC Net.

BACKGROUND

Work Authorizaton Nos. 3, 4 & 5

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-432-00-121-001-0-719

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of $35,250.00

Attachments

Link: WA#s 3

Link: WA# 4

Link: WA# 5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/25/2009 12:49 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 01:33 PM	APRV

3	Ivan Cantu	Ivan Cantu	06/26/2009 08:17 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Letty Saenz

Started On: 06/25/2009 11:00 AM

Final Approval Date: 06/26/2009

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-169-05-05
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the Campacuas 5 AC of Lot 13 Block 99 4.92AC Net, to be known as Precinct No. 1 Air Burner Site of which will consist of approximately ±1 individual parcels.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___3___ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. #-####-###-##-###-###-#-###
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # _3_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1
BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE APPRAISER:	THE OWNER:
LEONEL GARZA JR.& ASSOCIATES LLC	HIDALGO COUNTY
_____	_____
By: Leonel Garza III, Appraiser	By: J.D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals within Campacuas Subdivision specified for approximately ±1 parcels for acquisition for the Precinct No. 1 Burner Site to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along Campacuas Subdivision specified for approximately ±1 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

Appraisal Report Cost	**$ 2,000.00** ± 1 Appraisal @ $2,000.00 Per Parcel = $2,000.00 Included Per Parcel: 1. (3) Original Appraisal Reports 2. (1) Original Appraisal Report with Invoice
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the County of Hidalgo.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates, LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***Plus Expenses*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-169-05-05
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the Campacuas 5 AC of Lot 14 Block 99 4.92AC Net, to be known as Precinct No. 1 Air Burner Site of which will consist of approximately ±1 individual parcels.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___3___ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. #-####-###-##-###-###-#-###
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # _4_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1
BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE APPRAISER: LEONEL GARZA JR.& ASSOCIATES LLC	THE OWNER: HIDALGO COUNTY
_____ By: Leonel Garza III, Appraiser	_____ By: J.D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals within Campacuas Subdivision specified for approximately ±1 parcels for acquisition for the Precinct No. 1 Burner Site to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along Campacuas Subdivision specified for approximately ±1 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

Appraisal Report Cost	**$ 2,000.00** ± 1 Appraisal @ $2,000.00 Per Parcel = $2,000.00 Included Per Parcel: 1. (3) Original Appraisal Reports 2. (1) Original Appraisal Report with Invoice
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the County of Hidalgo.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates, LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***Plus Expenses*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-169-05-05
Work Authorization Form

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the Campacuas 5 AC of Lot 15 Block 99 4.92AC Net, to be known as Precinct No. 1 Air Burner Site of which will consist of approximately ±1 individual parcels.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___3___ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:
Account No. #-####-###-##-###-###-#-###
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # _5_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1
BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE APPRAISER: LEONEL GARZA JR.& ASSOCIATES LLC	THE OWNER: HIDALGO COUNTY
_____ By: Leonel Garza III, Appraiser	_____ By: J.D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals within Campacuas Subdivision specified for approximately ±1 parcels for acquisition for the Precinct No. 1 Burner Site to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along Campacuas Subdivision specified for approximately ±1 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

Appraisal Report Cost	**$ 2,000.00** ± 1 Appraisal @ $2,000.00 Per Parcel = $2,000.00 Included Per Parcel: 1. (3) Original Appraisal Reports 2. (1) Original Appraisal Report with Invoice
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the County of Hidalgo.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates, LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***Plus Expenses*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}

AI-16121 **22.C.1.**

Authority to purchase - H-GAC Dailey-Wells Communications Trunking Upgrades for Project 25 (P25)

CC REGULAR

Date:	06/30/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Health & Human Services Dept.

Information

CAPTION

Requesting authority to purchase P25 Trunking Upgrades Software through Hidalgo County's Inter local agreement with the Houston-Galveston Area Council's (H-GAC's) awarded vendor Dailey-Wells Communications (contract no.: RA01-08) for the Health & Human Services Department through requisition #156765 in an amount not to exceed $27,816.08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-040-9-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for requisition# 156765 as of 6-26-09 $27,816.08 for Dailey-Wells Communications.

Object Code	Amount
601	$ 6,699.00
667	$18,384.00
747	$ 2,733.08

Attachments

Link: Trunking Upgrades

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 11:59 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 01:39 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2009 09:26 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Matilde Faz

Started On: 06/22/2009 02:50 PM

Final Approval Date: 06/26/2009

Requisition

Req # 00156765

PO #

Date: 06/10/09

Regular
#16121
6/30/09

Bill To: x
x

Vendor : 314374
DAILEY-WELLS COMMUNICATIONS
3440 E. HOUSTON ST.
SAN ANTONIO TX 78219

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		H-GAC CONTRACT #RA01-08 DO NOT DUPLICATE ORDER		
12.00	EACH	PART NUMBER MAYR-NPL7B EDACS PROVOICE TO PROJECT 25 TRUNKED (UNENCRYPTED DIGITAL VOICE) 800MHzM7100- VEHICLE	437.72	5,252.64
4.00	EACH	PART NUMBER MAYR-NPL7B EDACS PROVOICE TO PORJECT 25 TRUNKED (UNENCRYPTED DIGITAL VOICE) 800MHz P7170 POTABLE SUPERVISOR	437.72	1,750.88
24.00	EACH	PART NUMBER MAYR-NPL7B EDACS PROVOICE TO PROJECT 25 TRUNKED (UNENCRYPTED DIGITAL VOICE 800MHz P7170-PORTABLE	437.71	10,505.04
1.00	EACH	PART NUMBER MAYR-NPL7B EDACS PROVOICE TO PROJECT 25 TRUNKED (UNENCRYPTED DIGITAL VOICE 800MHz DESKTOP	437.72	437.72
1.00	EACH	PART NUMBER MAYR-NPL7B EDACS PROVOICE TO PROJECT 25 TRUNKED (UNENCRYPTED DIGITAL VOICE 800MHz P7170-INTEROP RACK	437.72	437.72
1.00	EACH	UHF CONVENTIONAL TO PROJECT 25 TRUNKED (UNENCRYPTED DIGITAL VOICE) UHF M7100-INTEROP RACK ✓	1,366.64	1,366.64
1.00	EACH	VHF CONVENTIONAL TO PROJECT 25 TRUNKED (UNENCRYPTED DIGITAL VOICE) VHF M 7100-INTEROP RACK ✓	1,366.44	1,366.44
44.00	EACH	READ FEATURE ENCRYPTION, SEND FOR FEATURE CONVERSION, REINSERT NEW FEATURE ENCRYPTION, UPDATE FLEETMAP AND PROGRAM RADIO	152.25	6,699.00
		Account No	Encumbrance	
		9-1293-441-00-340-040-9-601	6,699.00	
		9-1293-441-00-340-040-9-667	18,384.00	
		9-1293-441-00-340-040-9-747 ✓	2,733.08	
		# 49584 # 49585	Freight	.00
			Total	27,816.08
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Software

Authorized By: _____

Tyco Electronics
DAILEY-WELLS

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219

To: **Hidalgo County Health Department - Rigo Hinojosa**
From: **Ben Fregia - PH 361.548.4186 - FAX 210.893.6702**
Date: **6/5/2009**
benefregia@dwcomm.com

P25 Trunking Upgrades **H-GAC Contract # RA01-08**

Item	Part Number	Description	EC	Qnty.	Unit Sale	Ext Sale	
						Includes H-GAC fee	
	MAYR-NPL7B	EDACS ProVoice to Project 25 Trunked (Unencrypted Digital Voice)	N	12	$ 437.72	$ 5,252.64	667
		800MHz M7100 - Vehicle					
	MAYR-NPL7B	EDACS ProVoice to Project 25 Trunked (Unencrypted Digital Voice)	N	4	$ 437.72	$ 1,750.88	667
		800MHz P7170 - Portable, Supervisor					
	MAYR-NPL7B	EDACS ProVoice to Project 25 Trunked (Unencrypted Digital Voice)	N	24	$ 437.71	$ 10,505.04	667
		800MHz P7170 - Portable					
	MAYR-NPL7B	EDACS ProVoice to Project 25 Trunked (Unencrypted Digital Voice)	N	1	$ 437.72	$ 437.72	667
		800MHz P7170 - Desktop					
	MAYR-NPL7B	EDACS ProVoice to Project 25 Trunked (Unencrypted Digital Voice)	N	1	$ 437.72	$ 437.72	667
		800MHz M7100 - Interop Rack					
	MAYR-NPL7S	UHF Conventional to Project 25 Trunked (Unencrypted Digital Voice)	N	1	$ 1,366.64	$ 1,366.64	747
		UHF M7100 - Interop Rack					
	MAYR-NPL7S	VHF Conventional to Project 25 Trunked (Unencrypted Digital Voice)	N	1	$ 1,366.44	$ 1,366.44	747
		VHF M7100 - Interop Rack					
		Motorola radios (2 each) in Interop Rack not included					
		Read feature encryption, send for feature conversion,	S	44	$ 152.25	$ 6,699.00	601
		reinsert new feature encryption, update fleetmap					
		and program radio.					
						$ 27,816.08	

NOTE:
H-GAC contract pricing is included
Terms: Net 30 Days.
Pricing is Dailey-Wells Confidential

Req # 1566765

RECEIVED
JUN 16 2009
BY

, ANDRA

DATE: April 14, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-040-9 Bioterrorism Discretionary Fund Grant

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-040-9-583	Out of County Employee Travel	$ 1,090.00
9-1293-441-00-340-040-9-585	Non-Employee Travel	$ 10,675.00
9-1293-441-00-340-040-9-664	Other Minor Equipment	$ 5,799.00
9-1293-441-00-340-040-9-601	Offfice & Computer Supplies	$ 6,699.00
9-1293-441-00-340-040-9-667	Minor Software	$ 18,384.00
9-1293-441-00-340-040-9-747	Software	$ 2,870.00
9-1293-441-00-340-040-9-748	Other Equipment	$ 86,163.00
9-1293-441-00-340-040-9-320	Professional	$ 750.00
9-1293-441-00-340-040-9-339	Other Professional Services	$ 59,875.00
9-1293-441-00-340-040-9-584	Registration Fees	$ 2,436.00
	TOTAL BUDGET	$ 194,741.00

INCREASE REQUEST $

Revenue Account # 9-1293-331-10-340-040-9-000 $ 194,741.00

REASON: Implement Bioterrorism Discretionary Fund Grant Budget for the period 6/1/2009 - 11/30/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

Project Title - Communication Trunking Upgrades - Point to Point Microwave - Two-way Radios VHF and 800 - GPS Receiver	Amount $ 123,158

A. Name of Contractor(s):

HCHHSD - APIC

Performance Measures

Please list objectives and activities.Objective:

Communication Trunking Upgrades For Project 25 (P25)

Objective: Public Health Emergency Preparedness, emergency medical services, hospitals, DSHS Region 11, and other agencies need to seamlessly exchange communications across disciplines and jurisdictions to successfully respond to day-to-day infectious disease incidents and/or large-scale public health medical emergencies. Project 25 (P25) focuses on developing standards that will allow radios and other components to interoperate, regardless of the manufacturer. In turn, these standards enable Public Health Emergency Preparedness to exchange critical communications with other disciplines and jurisdictions. To upgrade all radio communication systems to meet federal mandates as required.

Activity 1: Installation of the Trunking upgrade to our current radio communication system.

Activity 2: Test/Exercise Public Health radio communication systems with local partners and adjoining jurisdictions to respond on day-to-day infectious disease outbreak incidents and/or large scale public health emergencies that are P25 compliant.

Point to Point Microwave

Objective: Point to Point microwave system that will enhance Hidalgo County EOC and Preparedness division to Maintain communcation with local hospital and TRAC-V. This system will assure Surge Capacity level at each hopsital and Special medical needs requirement and EMS Capacity Tracking. The Interoperability foundation for this system will also include WEB-EOC EM-System which has been establish as core interoperability methods by GDEM.

Activity:

Installation of the Microwave System and Exercising the point to point communications.

Two-way Radios VHF and 800

Objective: To be able to communicate when other systems are down.

Activity: To enhance our communication system.

GPS Receiver

Objective: Installation of a GPS receiver will help map the location of the client where the disease investigation is taking place.
• Provides navigation routes to PHEP staffing when time is of the essence in doing an investigation.

Activity:
• Installation of one GPS receiver device. To be installed in oneof our PHEP vehicle.

C. Period of Performance:

06/01/2009 through 10/31/2009

D. Statement of Work:

Please provide a general description of the project.

Communication Trunking Upgrade

Installation of communication trunking upgrades software to our current communication System to meet Federal Mandate.

Point to Point Microwave

Maintaining communcaiton with local hospitals and TRAC-V to assure surge capacity.

Two-way Radios VHF and 800

To upgrade our current communication system.

GPS Receiver

In addition we also will be purchasing GPS receivers for PHEP vehicles.

E. Method of Accountability:

Monthly/Quarterly Progress Reports, Quarterly Financial Status Reports; Quality Assurance Desk Reviews, Quality Assurance and/or Financial Compliance Monitoring site visits.

F. Guidance Reference and Additional Information/Justification:

1. Please address how this project addresses an identified gap at the local level and how the project contributes to local preparedness.
Our local jurisdiction has several different communication systems. In order to address communication in an emergency event we need to be able to communicate with local partners and stakeholders within our jurisdiction. Since our staff in limited and we have a large area to cover and timing is of the eccence with some clients, this is why the GPS is needed.

2. Please indicate which critical tasks will be met by this project and how it will meet performance measures identify priority projects. Goal 6 . Control; Target Capability 6A Communications; CT1: Decrease the time needed to provide accurate and relevant public health and medical information to clinicians and other responders. Performance Measures: Distribute radio communication procedure accurate and relevant public health and medical information to clinicians and other responders. Goal 5: Investigate; Target Capability 5A: Epidemiological Surveillance and Ivestigation; CT 1: Increase the use of efficient surveilliance and information systems to facilitate early detection and mitigation of disease.

Goal 6: Control; Target Capability 6A: Communications: CT4: Ensure communications capability using a redundant system that does not rely on the same communications infrastructure as the primary system.
Goal 4: Dectect/Report: Target Capability 4A: Intelligence Integration & Analysis: CT 4: Improve effectiveness of health intelligence and surveillance activities. Perfromance Meassure: To have the capability to conduct investigations at surveillance locations quickly.

Requisition For Supplies

RECEIVED
JUN 08 2009
BY

Ordered By: Evangelina Rubio
Date: 6/2/2009
Vendor: Dailey-Wells Communications
Address: 3440 E. Houston St. San Antonio, Tx
Phone: 361-548-4186
Fax: 210-893-6702

Phase I
Discretionary
2009 Funds

Approved:
Account No: 9-1293-441-00-340-040-9-667 (18,38
9-1293-441-00-340-040-9-747 (2733
9-1293-441-00-340-040-9-601 (6699.
(If new Vendor, Need vendor application and W-9 before submitting requisition)
6/2/09 EB

County Obj. Code	TDH Obj. Code	Quantity	Description	Unit Price	Total	Requisition Number	Purchase Order No	Are Fund Available
			Communication Trunking Upgrades		$0.00			
			SEE ATTACHED		$0.00			
667		1	MINOR SOFTWARE	$18,384.00	$18,384.00			
747		1	SOFTWARE	$2,733.08	$2,733.08			
601		1	OFFICE & COMPUTER SUPPLIES	$6,699.00	$6,699.00			
					$0.00			
					$0.00			
					$0.00			
			HGAC Contract		$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
				Totals	$27,816.08			

Please Advise

Received Requisition on: ~~6/2~~ 6/5/09 By
6/5/09 GE

HGACBuy THE SMART PURCHASING SOLUTION

COMMUNICATIONS EQUIPMENT & SERVICES

RADIO COMMUNICATION EQUIPMENT

Contract No.: RA01-08

Effective Date: January 1, 2008 thru December 31, 2009

A wide variety of Radio Communication/Emergence Response & Mobile Interoperable Equipment is available thru the H-GAC Cooperative Purchasing Program. Please contact the appropriate supplier to discuss your needs, and to obtain a price quotation based on the H-GAC contract.

CONTRACTOR	PRODUCTS & SERVICES OFFERED
BEARCOM OPERATING L .L.C.	Icom: Land Mobile Radios, Portable & Mobile Radios, Base Stations, and Trunking systems. BearCom: QuickSite 1000, Mobile Command station. BearCom: Field Technician and Bench Technician services for installation, testing, training, obtaining certifications, repairs, etc.
COMMUNICATIONS APPLIED TECHNOLOGY	C-AT First Responder Radio Intercom Systems (IS) - Wireless and Wired Configurations. Portable Radio Interoperability Interface (Portable Incident Commanders' Radio Interface (ICRI)). Mobile Radio Interoperability Interface with satellite and VoIP Capabilities (Rackmounted/Mobile Incident Commanders' Radio Interface (ICRI))
DAILEY & WELLS COMMUNICATIONS	M/A-Com, Complete line of Wireless systems, Product and Services. Conventional, Trunked, Project 25, EDACS, ProVoice, Interop Systems.
DANIELS ELECTRONICS	Daniels Electronics MT-3 and MT-4 series of Land Mobile Radio Systems are built up from the radio modules (e.g. tranamitters and receivers) on the submitted price list which are custom configured to create radio base stations and repeaters based on the customer's requirements. Daniels suppliese both analog and P25 digital ssystems. Bands supported. VHF Lowband, VHF Highband, VHF AM, UHF and T-Band
EF JOHNSON	Land Mobile Radios Analog and Digital; New 700/800 mHz Series; Base Stations Analog and Digital; Communication Control Console Systems; Portable Radios Analog and Digital, P25 Trunking Radio Systems : Multi-Site Trunking,Voting Receivers;Network Interface Unit(NIU)
ICOM AMERICA	Icom, Portables F11/F21 - Analog 12.5/25kHz; F14/F24 - Analog 12.5/25kHz; F3021/F4021 - Analog 12.5/25kHz; F33G/F43G - Analog 12.5/25kHz; F43TR - Analog 12.5/25kHz, LTR trunking; Passport (2.0) trunking, F50/F60 - Analog 12.5/25kHz (Icom also available thru Bliss Communications and Houston Communications)
JPS COMMUNICATIONS	Interoperability Solutions: Scalable and field configurable systems that provide a true SIP-based gateway to digitally converge your existing radio systems with SIP telephones, networks, and devices. Advanced training for JPS products and services
MOTOROLA	Mobile and Portble radios, Basestations, Trunking Systems, Dispatch Consoles, Mobile Data Systems, Mobile Data Subscribers, Mobile Computing Devices, Broadband Wireless Mesh Infrastructure and Subscribers, Video and Biometrics, Radio Infrastructure (Towers, Shelters, UPSs and, Generators) Trailers/Deployables, Generators, UPS's, Radio Equipment Project Management, System Engineering, System Technologist,Training
POSITRON	The Technology Series "TS" system is an advanced Comunication Console System capable of supporting a variety of customers and communication interfaces. The design includes fault-tolerant and self-healing technology to prevent any single-point failure from interrupting system operation. Positron can provide Project Management, System Design and Architecture, System Deployment, Installation, Training, Maintenance and Technical Support Services to the proposed products.
RELM WIRELESS	RELM / BK RADIO Land Mobiles, Portables, Base Station,Repeaters & Rapid Deployment Repeaters
SCIENCE APPLICATIONS INTERNATIONAL (SAIC)	IPS - IC4U/AC3S Mobile Command Module Emergency Response Shelters, Orus - Situator Situation Mgmt. Software platform for security, safety and emergency services. SYS Technologies - Vigilys Incident Managementt System. Skyport Global Communications, Inc - Emergency satellite communications for voice, data and internet. SAIC - Integration services. Visiphor - Bryante integration software. Hunter Research - Workflow documentation, web services, database integration and queries.

VENDOR CONTACTS

BearCom Operating LLC
Linda Bonner
(P): 281-476-4362
(F): 214-355-0783
Click here for Email

Bliss Communications
Debra Brooks
(P): 713-630-0452
(F): 713-630-0043
Click here for Email

Communications-Applied Technologyr
Josie Leyman Elias
(P): 800-229-3025
(F): 703-471-4428
Click here for Email

Dailey and Wells Communications, Inc.
Dwight Stickle
(P): 800-728-4398
Click here for Email

Daniels Electronics Ltd.
Gary Ranson
(P): 800-664-4066
(F): 877-250-0004
Click here for Email

EF Johnson Co.
Larry Miller
(P): 800-328-3911
(F): 972-819-0639
Click here for Email

Houston Communications
Joel Mills
(P): 281-491-1616
(F): 281-491-1727
Click here for Email

Icom America, Inc.
Etsi Tamura
(P): 800-306-1403
Click here for Email

JPS Communications, Inc.
Marcia Gatlin
(P): 919-865-1216
Click here for Email

Motorola Inc.
George M. Ebelt
(P): 281-802-2643
(F): 281-955-7801
Click here for Email

Positron Public Safety Systems Corp.
Scott MacEwen
(P): 514-345-2200
Click here for Email

Relm Wireless Corporation
Shari Sharp
(P): 800-648-0947
(F): 321-676-4493
Click here for Email

Science Applications International (SAIC)
Yami Alfaro-Gunion
(P): 415-202-1839
Click here for Email

H-GAC CONTACTS

6/11/09 10:08 am

LaWanda James
(P): 713-993-4536 , Ext: 4536
(F): 713-993-4548
lawanda.james@h-gac.com

Back to top

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AI-16126 **22.C.2.**

Requesting award - Training for Introduction to ArcGIS, ArcView and ArcInfo I & II

CC REGULAR

Date:	06/30/2009		
Submitted By:	Matilde Faz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting award of solicited quotes (by the Health & Human Services Dept.) to the lowest quote, meeting specification/requirements to The Inner Corridor Technologies, Inc. through requisition #156774 in the amount of $16,725.00 to provide a five (5) day Introduction to ARC GIS I & II training various counties (to be conducted at the Hidalgo County Health & Human Services Department Conference Room).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-040-9-320

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of LIT AI# 16190 6/30/09.

Attachments

Link: Inner Corridor Technologies

Link: ESRI

Link: Jensen Stephanie

Link: 16190 LIT Reference

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 12:01 PM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 01:42 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/26/2009 01:24 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Matilde Faz Started On: 06/22/2009 04:24 PM

Final Approval Date: 06/26/2009

Requisition

Req # 00156774

PO #

Date: 06/10/09

Regular
#16126
6/30/09

Bill To: x
x

Vendor : 308625

INNER CORRIDOR TECHNOLOGIES, INC.
3000 WILCREST, SUITE 195
HOUSTON TX 77042
FAX (713)278-7399

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	TRAINING FOR VARIOUS COUNTIES TOPIC: INTRODUCTION TO ARC GIS I & GIS II DATE: AUGUST 17-21, 2009 TIME:8:00 AM-5:00 PM PLACE:HIDALGO COUNTY HEALTH & HUMAN SERVICES CONFERENCE ROOM, 1304 SOUTH 25TH AVE, EDINBURG, TX LIST OF COUNTIES ATTENDING: HIDALGO COUNTY - 3 NUECES COUNTY - 1 LIVE OAK COUNTY - 1 CAMERON COUNTY - 2 REGION 11 - 2 WEBB COUNTY - 2 TOTAL - 12		.00
1.00	EACH	OUT OF TOWN PRIVATE 2 DAY CLASS FOR UP TO 12 STUDENTS	6,725.00	6,725.00
1.00	EACH	OUT OF TOWN PRIVATE 3 DAY CLASS FOR UP TO 12 STUDENTS	9,500.00	9,500.00
1.00		LAPTOP TRANSPORTATION FEE	500.00	500.00
		Account No	Encumbrance	
		9-1293-441-00-340-040-9-339	16,725.00	
			Freight	.00
			Total	16,725.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TEACHMEGIS.COM
GIS TRAINING CENTER

Inner Corridor Technologies, Inc.
3000 Wilcrest, Suite 195
Houston, TX 77042
Tel: 713-278-7883

RECEIVED
JUN 15 2009
By

Dear Sandra Garza,

Thank you for inquiring TeachMeGIS for your GIS training needs. Per your request, below is a quote for one week of onsite ArcGIS training at your location. We would like to offer you either: ArcGIS I and ArcGIS II courses in version 9.2 or the ArcGIS Desktop I and ArcGIS Desktop II courses in version 9.3 for the same cost. I attached the outlines for all four classes; please let me know if you need assistance deciding which courses to choose.

We charge a flat –fee for our private classes that includes: instructor's time, travel costs, books, certificates, data, and anything needed to set up the class. Our normal charge for a week of laptop rentals is $2,500 but if you book a week of classes with us, we are able to charge only the cost to transport them, $500. Please contact us for a full list of our courses.

Client: Hidalgo County Health And Human Services Department : 1304 South 25th. Ave., Edinburg, TX 78539

Item	Cost
Out of town – Private 2 day class for up to 12 students	$6,725
Out of town – Private 3 day class for up to 12 students	$9,500
Laptop transportation fee	$500
Total	**$16,725**

If you have any questions, or would like to discuss it more, please don't hesitate to give me a call. I look forward to talking to you.

We hope to be ... ork with you soon!

Sincerely,

Josh Davis

Inner Corridor Technologies
TeachMeGIS.com

Josh.Davis@TeachMeGIS.com

2nd quote
Req # 156774
1 of 9

TEACHMEGIS.COM
GIS TRAINING CENTER

Introduction to ArcGIS II (for ArcView 9, ArcEditor 9, ArcInfo 9)
3-Day Course
$1200/student

Overview

ArcGIS software offers many tools for visualizing, creating, managing, and analyzing geographic data. In this course, students extend their ArcGIS skills in the areas of cartography, data automation and editing, and geoprocessing and spatial analysis. Students work with advanced cartographic tools as they learn how to efficiently create effective maps. A major focus of the course is the geodatabase. Students learn database design considerations and techniques for creating, maintaining, and managing GIS data stored in a geodatabase. The ArcGIS geoprocessing tools for spatial analysis are also covered and, in a course project, students apply many of their newly acquired skills.

Audience

This course is designed for experienced ArcGIS users who want to work with the more advanced features of ArcGIS.

Those completing this course will be able to

- Classify and symbolize data.
- Create custom symbols, labels, and annotation.
- Work with map templates.
- Geocode addresses.
- List database design considerations.
- Create and edit metadata.
- Create a geodatabase and add data to it.
- Set and use geodatabase validation rules.
- Create and edit features using a variety of ArcMap editing tools.
- Describe components of a model.
- Perform geoprocessing operations using tools, the Command Line window, and ModelBuilder.

Topics covered

- Spatial analysis and data management: Buffers; Spatial overlays; Extracting features for analysis; Analytical methods and tools.

2nd quote
Req # 156774
2 of 9

- Geocoding and display of locations from tabular data: Address geocoding; Display of points from x,y coordinates.
- Editing: Tools for creating and editing spatial data; Editing attribute data; Spatial adjustment.
- Data automation: Data sources; Digitizing; Data conversion.
- Project management: Database organization; File and directory naming conventions; Creating and using metadata.
- Geoprocessing: Introduction to the Command Line window and the ModelBuilder interface.
- Cartography: Advanced symbology and labeling.

Prerequisites and recommendations

Students should have completed Introduction to ArcGIS I or Learning ArcGIS Desktop or have equivalent knowledge.

2nd quote
Req# 156774
3 of 9

TEACHMEGIS.COM
GIS TRAINING CENTER

Introduction to ArcGIS I (for ArcView 9, ArcEditor 9, ArcInfo 9)
2-Day Course
$800/student

Overview

ArcGIS Desktop is ESRI's full-featured GIS software for visualizing, creating, managing, and analyzing geographic data. This course provides the foundation for becoming a successful ArcGIS Desktop user. Students learn fundamental GIS concepts and become familiar with the range of functionality available in the software. In course exercises, they work with ArcGIS Desktop and see how it provides a complete GIS software solution.

Audience

This course is designed for those who are new to ArcGIS and to GIS in general.

Those completing this course will be able to

- Describe the structure of ArcGIS Desktop software.
- Display geographic data.
- Query a GIS database.
- Edit geographic data.
- Associate tables using joins and relates.
- Create maps, reports, and graphs.

Topics covered

- ArcGIS overview: Capabilities and applications; Interacting with the interface; Basic display.
- Spatial data concepts: Representing spatial data and descriptive information.
- ArcGIS data model: Geodatabases; Shapefiles; Coverages; Feature types; Attributes.
- GIS software: Components; Functions; Applications.
- Spatial coordinate systems and map projections: Georeferencing data; What map projections are; How ArcMap works with map projections.
- Querying data: Selecting and identifying features; Creating reports and graphs.

2nd quote
Req# 156774
4 of 9

- Map displays: Creating; Symbolizing; Scaling; Adding map elements.

Petroleum Exercise Concepts

Those students completing the petroleum exercises for this course will learn to use the ArcGIS application to explore simple petroleum-industry datasets. Exercises include the following:

- Querying a well database
- Symbolizing pipeline data
- Making "bubble-maps" to show well production
- Exploring and updating hydrocarbon field attributes
- Finding wells drilled on a particular soil type
- Importing well locations into a map layer from an Excel spreadsheet
- Joining database tables
- Drawing new field outlines

Prerequisites and recommendations

Students should know how to use Windows®-based software.

2nd quote
Req# 156774
5 of 9

TEACHMEGIS.COM
GIS TRAINING CENTER

ArcGIS Desktop II: Tools and Functionality (9.3)
3-Day Course
$1200/student

Overview

ArcGIS Desktop software is an integrated system that includes all the tools needed to get the most out of a GIS. This course teaches the range of functionality available in the software and the essential tools for visualizing, creating, managing, and analyzing geographic data. The hands-on course exercises emphasize practice with ArcMap and ArcCatalog (the primary applications included with ArcGIS Desktop software) to perform common GIS tasks and workflows. The tools for creating and managing geographic data, displaying data on maps in different ways, and combining and analyzing data to discover patterns and relationships are highlighted, and you learn how ArcGIS Desktop provides a complete GIS software solution. By the end of the course, you will be prepared to start working with the software on your own.

Audience

This course is designed for those with an education in or workplace experience with GIS but no ArcGIS software experience. This course assumes knowledge of basic GIS concepts.

Those who complete this course will be able to

- List common GIS tasks and identify which ArcGIS Desktop application is used for each task.
- Understand what the geodatabase offers for GIS data storage.
- Create and edit geodatabase features.
- Control the appearance and display of data layers in ArcMap.
- Classify and symbolize map data.
- Label map features.
- Change the coordinate system and map projection used to display a dataset.
- Access feature information in tables and control table display properties.
- Query and analyze GIS data.
- Build a simple model to automate a GIS analysis workflow.
- Create presentation-quality maps and graphs.

2nd quote
Req # 156774
6 of 9

TEACHMEGIS.COM
GIS TRAINING CENTER

Prerequisites and recommendations

Students should have completed ArcGIS Desktop I: Getting Started with GIS or Fundamentals of ArcGIS or have equivalent knowledge.

2nd quote
Req# 156774
7 of 9

TEACHMEGIS.COM
GIS TRAINING CENTER

ArcGIS Desktop I: Getting Started with ArcGIS (9.3)
2-Day Course
$800/student

Overview

This course was formerly titled Learning GIS Using ArcGIS Desktop.

This course provides the foundation for understanding what GIS is, what it can do, and how others are using it. You learn the basic functions of a GIS, why a GIS database is powerful, and what coordinate systems and map projections are and why they are important. In course exercises, you work with ArcMap to visualize geographic data, create maps, query a GIS database, perform spatial analysis using common analysis tools, and solve geographic problems using a systematic approach. This course teaches the skills and knowledge needed to take other ArcGIS Desktop courses.

Audience

This course is designed for those who are new to GIS and ArcGIS, or those who are infrequent users of ArcGIS who do not have a GIS background.

Topics covered

- The big picture of GIS: Basic functions of a GIS; Real-world applications.
- Exploring GIS maps: Defining features, layers, and data frames; Exploring map scale; Understanding the relationship between features and attributes.
- Exploring a GIS database: Exploring attribute tables; Identifying features; Symbolizing features based on their attributes; Labeling features based on their attributes.
- Creating map layouts: Understanding data view and layout view; Using the Layout toolbar; Using map templates; Modifying map elements; Printing maps.
- Understanding location: Defining coordinate systems and map projections; Reading and finding location coordinates on a map; Measuring area and distance on a map.
- Understanding raster and vector data: Representing geography; Storing real-world locations; Symbolizing rasters; Using raster and vector data together; Understanding geodatabases.

2nd quote
Req # 156774 8 of 9

- Acquiring geographic data: Data formats; Methods of creating geographic data; Using ArcCatalog to explore geographic data; Using metadata.
- Querying data: Understanding and performing attribute queries; Understanding and performing spatial queries.
- Analyzing spatial relationships: Understanding overlay; Understanding buffer; Accessing tools in ArcToolbox; Performing Union and Intersect; Buffering features.
- Solving problems with GIS: Applying the geographic inquiry process; Using GIS tools to solve a geographic problem; Creating a map to show results.

Prerequisites and recommendations

Students should know how to use Windows-based software for basic file management and browsing.

2nd quote
Reg # 156774
9 of 9

Requisition For Supplies

Ordered By: Evangelina Rubio
Date: 6/3/2009

Vendor: Environmental Systems Research Institue, Inc.

Address: One International Court Broomfield, CO 80021

Phone: 1-303-449-7779

Fax: 1-303-449-8830

Approved:
Account No: 9-1293-441-00-340-040 9-339
6/4/09 DB

(If new Vendor, Need vendor application and W-9 before submitting requisition)

County Obj. Code	TDH Obj. Code	Quantity	Description	Unit Price	Total	Requisition Number	Purchase Order No	Are Fund Available
			Introduction to ArcGIS I and GIS II		$0.00			
			SEE ATTACHED		$0.00			
339		1	ArcGIS I	$8,400.00	$8,400.00			
339		1	ArcGIS II	$12,600.00	$12,600.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
					$0.00			
				Totals	$21,000.00			

GIS
Geographic Information Systems

Received Requisition on: 6/4/09 By

Quotation # 20348059

Date: June 2, 2009

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
ESRI, Inc.
One International Court
Broomfield, CO 80021
Phone: (303) 449-7779 **Fax: (303) 449-8830**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 06/02/2009 To: 08/31/2009

Customer # 288261 **Contract #**

COUNTY OF HIDALGO
HEALTH DEPT
1304 S 25TH
EDINBURG, TX 78539

ATTENTION: Sandra Garza
PHONE: (956) 383-6221
FAX: (956) 383-8864

Material	Qty	Description	Unit Price	Total
115130	1	Introduction to ArcGIS for ArcView and ArcInfo I with Classroom Setup Support at Client Site 2 Days per Class Instructor Led Training	8,400.00	8,400.00
115147	1	Introduction to ArcGIS for ArcView and ArcInfo II with Classroom Setup Support at Client Site 3 Days per Class Instructor Led Training	12,600.00	12,600.00

Item Total:	21,000.00
Subtotal:	21,000.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$21,000.00

Sales Text:

1) The price of each client site class reflects list price (Effective 2/1/09)

2) Maximum number of students - 12 students per each class

3) Please see the attached training terms and conditions

4) Class to be taught at client site, will use ESRI mobile lab to teach these classes.

5) Classes to be taught the week of August 10-14, 2009

6) Please contact Tosca Hoffmann with any training related questions

EMail: thoffmann@esri.com Phone: 303.449.7779 x8242

Thank you, Tosca

Quoted By: Tosca Hoffmann, (303) 449-7779 x8242
Email: thoffmann@esri.com

Account Manager: Tosca Hoffmann
Email: thoffmann@esri.com

Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630

HOFFMANNT

This offer is limited to the terms and conditions incorporated and attached herein.

Quotation # 20348059

Date: June 2, 2009

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
ESRI, Inc.
One International Court
Broomfield, CO 80021
Phone: (303) 449-7779 Fax: (303) 449-8830
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 06/02/2009 To: 08/31/2009

Customer # 288261 Contract #

COUNTY OF HIDALGO
HEALTH DEPT
1304 S 25TH
EDINBURG, TX 78539

ATTENTION: Sandra Garza
PHONE: (956) 383-6221
FAX: (956) 383-8864

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

Acceptance of this quotation is limited to the ESRI license agreement, quotation terms and conditions, and any other ESRI terms and conditions included with this quotation. Any additional or different terms in any purchase order are deemed rejected unless expressly accepted in writing and signed by ESRI. Notwithstanding, if the purchase order is placed under an existing signed agreement (e.g., Master Purchase Agreement), or under the GSA Federal Supply Schedule, then the purchase order shall identify such agreement on the face of the order and the terms and conditions of such agreement shall govern the subject matter of the purchase order.

By signing below, you are authorizing ESRI to issue an invoice for the items included in the above quote in the amount of: $_____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with ESRI.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Quoted By: Tosca Hoffmann, (303) 449-7779 x8242
Email: thoffmann@esri.com

Account Manager: Tosca Hoffmann
Email: thoffmann@esri.com

Acceptance of this quotation is limited to the ESRI License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630

HOFFMANNT **This offer is limited to the terms and conditions incorporated and attached herein.**

ESRI QUOTATION TERMS AND CONDITIONS

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (ESRI).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when ESRI receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate, etc.) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, Web-enabled services, subscriptions, professional services or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media, or to initiate Web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to ESRI Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

ESRI, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All ESRI software, data, Web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to ESRI commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with ESRI, ESRI software, data, Web-enabled services and subscriptions are subject to the ESRI License Agreement included with the deliverable item as an on-line or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some ESRI software is copy protected with a software keycode or hardware key, and some software, data, Web-enabled services or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the ESRI Web site or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, ESRI will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

OPTIONAL MULTI-YEAR MAINTENANCE

For software and data with optional multiyear maintenance for a discounted fee, the discounted maintenance fees are in consideration of, and contingent upon, your commitment to the maintenance term you elect in your order. For such multiyear maintenance, you may cancel the maintenance upon ninety (90) days advanced written notice to ESRI Customer Service, subject to payment of fifty percent (50%) of the outstanding maintenance fees for the maintenance term initially ordered. No other refund or reduction for cancellation is available. If you are ordering multi-year maintenance, please indicate a billing option on your purchase order by selecting a statement as indicated below.

Option 1. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront, please include the following information on your purchase order: **"This PO is in acceptance of quote #_____ and covers the total amount for all years included in the multi-year maintenance term. ESRI may invoice the entire amount upon shipment."**

Option 2. If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for the first year only, please include the following information on your purchase order (PO): **"This PO is in acceptance of quote #_____. This order is for the initial year of the multi-year maintenance term. We agree to issue a PO for each subsequent year in a pro rata amount per year to be invoiced annually in advance."**

Option 3: If you are purchasing a product with multi-year maintenance terms and are issuing the purchase order for all years upfront but want to be invoiced annually, please include the following information on your purchase order: **"This PO is in acceptance of quote #_____ and covers the total amount for all years included in the multi-year maintenance term. However, ESRI shall invoice annually in advance a pro rata amount for each year of the term."**

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(E204 5/08)

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(E300 5/08C)

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  - ArcIMS and Extensions (either 3, 4, or 5, and 8, 10, and 31)
  - ArcIMS ArcMap Server (either 3, 4, or 5, and 31)
- Tracking Server (5 and 31)
- ArcGIS Image Server (either 3, 4, or 5, and 8, 31, and 42)
  - ArcGIS Image Server Service Editor (1)
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- ArcPad Application Builder (1 and 25)
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- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26 and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25 and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)

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- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production
- Maplex (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System-Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2), Job Tracking for ArcGIS Server (either 4 or 5, and 7)

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- Community Tapestry Data (either 1, 2 or 5, and 21)
- Community Coder (either 1, 2, or 5, and 21)
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17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The Deployment license is per application per computer.
19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all of the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Community Tapestry market segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and Server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.

23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at http://www.esri.com/legal/ for the specific Data accessed. The Use of Data Restrictions may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to ESRI, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. ArcSDE Personal is restricted to four (4) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of non ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Products, ArcGIS Engine Products, and third party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Can only be used with SQL Server 2005/2008 Express.
30. Restricted to a maximum total of four (4) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. ArcGIS Online may only be utilized in conjunction with ArcGIS Desktop, ArcGIS Server (including the Web ADF), ArcGIS Mobile, ArcGIS Explorer Software, and the ArcGIS APIs (including JavaScript™ and Adobe® Flex®).
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share client-side data cache derived from ArcGIS Online with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. ArcGIS Server 3 D extension included with ArcGIS Server (Workgroup or Enterprise) Standard and Advanced may only be used for generating globe data cache(s), or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D Extension Software is permitted with ArcGIS Server Standard. ArcGIS Server 3D Extension can be used with ArcGIS Server Advanced if the additional license fees for the 3D extension have been paid.
39. Any editing functionality included with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Reserved
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Image Server Service Editor for every four (4) cores of ArcGIS Image Server licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use license management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use license management software in a separate operating system environment for temporary failover support.
45. Data licensed with ArcGIS Business Analyst and ArcGIS Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software.

TRAINING TERMS AND CONDITIONS

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Whereas, the Client wishes to arrange for training of its employees, the following terms shall be followed as applicable:

I. SCOPE

ESRI agrees to conduct training courses pursuant to the terms contained herein. Training may be conducted at Client's site or at an ESRI learning center.

Course Description: The ESRI Software training course(s) to be conducted, the location, the dates during which the course(s) is to be conducted, the number of participants, and the prices to be paid to ESRI are as set forth in the *ESRI Course Catalog* or at ESRI's training Web site (http://training.esri.com). Client Site pricing and schedule information are available on request. All courses shall be conducted in substantial conformity with course descriptions outlined on the ESRI training Web site (http://training.esri.com). ESRI reserves the right to modify course content when necessary due to Software technical capabilities or limitations.

ESRI's Responsibilities:

- ESRI shall provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants. ESRI will provide each student with a course manual.
- ESRI's Training Event Assistant, through whom all course(s), dates, and locations shall be confirmed, can be reached via the contact information as listed in the Client Site Training Request Form, found at http://downloads2.esri.com/Campus/documents/regapp.pdf.
- Learning center training class scheduled dates are confirmed by the Training Event Assistant approximately ten (10) business days prior to the start date.
- Client Site classes are confirmed by the Training Event Assistant upon receipt of payment/order information and completed Client Site Training Request Form.

Client's Responsibilities:

- Client must ensure that ESRI copyrights are observed and that neither Client nor any third party copies or distributes any training materials provided for training purposes.
- Client is not authorized to resell ESRI training seats, unless explicitly authorized by ESRI in writing.
- Client is responsible for confirming that all registered students meet the applicable minimum prerequisites for the applicable class set forth on ESRI's training Web site.
- Client shall submit to the Training Event Assistant a list of student names at least three (3) business days before the class start date for export license compliancy check purposes.
- Travel is Client's responsibility. ESRI assumes no responsibility for nonrefundable travel arrangement losses resulting from denial of a student's(s') participation due to U.S. government export licensing requirements, course scheduling changes, or cancellations. Even though ESRI strives to confirm all classes, class cancellations are sometimes unavoidable.
- Client must notify the Training Event Assistant of any cancellation, rescheduling, or participant substitution requirements and receive confirmation of change(s) prior to the class start date.

IIA. UNIQUE LEARNING CENTER TERMS

Where courses are to be conducted at an ESRI learning center, the following apply:

- Seating is limited in some classes. Registrations are always processed, using a standard student registration application, on a first-come, first-served basis. Waiting lists are used when necessary. Class schedules and registration applications are attached to every course catalog and are available on the Web at http://training.esri.com. Registrations must be submitted in advance and require a payment commitment within seven (7) business days of the class start date.
- Sales tax will be charged where applicable. Some states have enacted an E-Procurement fee for state government customers. ESRI may also add the E-Procurement fee to the cost of training classes where applicable.

IIB. UNIQUE CLIENT SITE TERMS

Client's Responsibilities: Where courses are to be conducted at Client's facilities, Client shall provide physical training facilities that meet the following minimum requirements or modifications as mutually agreed to by both parties:

- Client shall, where possible, provide a one (1)-room facility, sufficient for a training course for up to twelve (12) persons (or such other number as may be agreed to by ESRI's Training Event Assistant). The facility shall have appropriate climate control and lighting as well as sufficient power and number of outlets to accommodate the required number of computers and other equipment to be used.
- Where the ESRI Mobile Lab is utilized for a scheduled class:
  - Client shall be responsible for any and all loss, damage, or theft to the Mobile Lab while in Client's possession. Client should immediately report any damage or missing items, upon receipt, to the Training Event Assistant.
  - Client shall keep the Mobile Lab equipment in a secure, locked area between class sessions.
  - Client shall sign release form at completion of course that outlines status of Mobile Lab and makes the Mobile Lab equipment available for freight pickup immediately on conclusion of the ESRI course(s).
  - Client shall ensure no one except registered students uses the Mobile Lab equipment.
  - Client warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this agreement and by law.
- Where the ESRI Mobile Lab is not utilized for a scheduled class:
  - Client shall supply all computer hardware for the training course(s). Computers must be platforms fully supported by ESRI. All computer hardware shall be configured with an appropriate release of an operating system to run the current release version of the ESRI required Software.
  - There shall be a minimum of one (1) computer and color monitor for every participant.
  - ESRI will not be liable for any damage or loss to Client computer hardware or software where ESRI has provided telephone support to Client for its computer hardware configuration for the scheduled class.
- Client shall provide other peripheral devices including, but not limited to, digitizers and plotters/printers, as required by the training course being conducted, and they should be fully supported by Client.
- Client shall be responsible for providing one (1) high-resolution PC projector and screen as well as one (1) large writing board. Where Client cannot make a PC projector available, it must contact the Training Event Assistant no fewer than ten (10) business days prior to start date.
- Client shall limit the number of course participants to twelve (12) students per course. Additional students, up to a maximum of fifteen (15), may be added to some classes for an additional fee.
- Client shall complete and submit an ESRI Client Site Training Request Form, as provided by the Training Event Assistant, no less than four (4) weeks prior to the start of any course. Final schedule is subject to mutual agreement. Thereafter, Client shall issue payment no less than four (4) weeks prior to the start of the course.

III. SOFTWARE LICENSES

The terms of the ESRI license agreement shall be applicable to all Client course participants and for all Software and Documentation licensed for use in any training course to be conducted. For Client Site training, temporary Software licenses may be issued by ESRI where there is an insufficient number of Software licenses available at the training facility. Client shall uninstall the temporary Software licenses at the conclusion of the training course.

IV. EXPORT CONTROL REGULATIONS

ESRI's technology is subject to U.S. export control laws and regulations—ESRI's Software, Data, Documentation, training materials, and any underlying information or technology may not be exported, reexported, or provided in whole or in part to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation.

V. CANCELLATION AND RESCHEDULING POLICY

Client may cancel or reschedule student attendance in a learning center class or a Client Site class up to three (3) working days before the scheduled class start date. In such event, Client will be responsible for any reasonable travel and shipping expenses incurred by ESRI. Where Client does not notify ESRI at least three (3) days prior to the scheduled training date for a student or Client Site class, Client will be liable for the full payment of the student enrollment or the entire Client Site training class.

In the event that ESRI is unable to conduct the training on the scheduled date, Client will be notified at least three (3) business days before the scheduled date. ESRI will either reschedule the training or cancel the order without ESRI incurring any liability.

Class participants may transfer to another class up to two (2) times at no additional charge. Subsequent transfers will be assessed an additional nonrefundable transfer fee. Student substitutions, when a student's place in class is filled by another person from the same organization, is allowed provided that the ESRI Training Event Assistant is notified three (3) business days in advance of class start date.

VI. PAYMENT

Clients within the United States:

- Credit cards are accepted when training is ordered online.
- A purchase order or government requisition is accepted when ordered online or by fax.
  - Purchase orders for less than eight hundred dollars ($800) are accepted only from United States federal, state, and local government agencies; United States educational institutions; and Fortune 500 companies.
  - Where payment is made in the form of a purchase order, ESRI shall invoice Client upon completion of each training course.
  - Client shall pay said invoice within thirty (30) days of receipt thereof.
- A check or money order payable to ESRI is accepted when training is ordered online, by fax, or by mail.

Clients outside the United States:

- Credit cards are accepted when training is ordered online.
- A check or money order payable to ESRI in U.S. dollars is accepted when ordering online, by fax, or by mail.
- A wire transfer payable to ESRI in U.S. dollars is accepted when ordering online, by fax, or by mail.

) ANDRA

DATE: April 14, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-040-9 Bioterrorism Discretionary Fund Grant

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-040-9-583	Out of County Employee Travel	$ 1,090.00
9-1293-441-00-340-040-9-585	Non-Employee Travel	$ 10,675.00
9-1293-441-00-340-040-9-664	Other Minor Equipment	$ 5,799.00
9-1293-441-00-340-040-9-601	Offfice & Computer Supplies	$ 6,699.00
9-1293-441-00-340-040-9-667	Minor Software	$ 18,384.00
9-1293-441-00-340-040-9-747	Software	$ 2,870.00
9-1293-441-00-340-040-9-748	Other Equipment	$ 86,163.00
9-1293-441-00-340-040-9-320	Professional	$ 750.00
9-1293-441-00-340-040-9-339	Other Professional Services	$ 59,875.00
9-1293-441-00-340-040-9-584	Registration Fees	$ 2,436.00
	TOTAL BUDGET	$ 194,741.00

INCREASE REQUEST $

Revenue Account # 9-1293-331-10-340-040-9-000 $ 194,741.00

REASON: Implement Bioterrorism Discretionary Fund Grant Budget for the period 6/1/2009 - 11/30/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

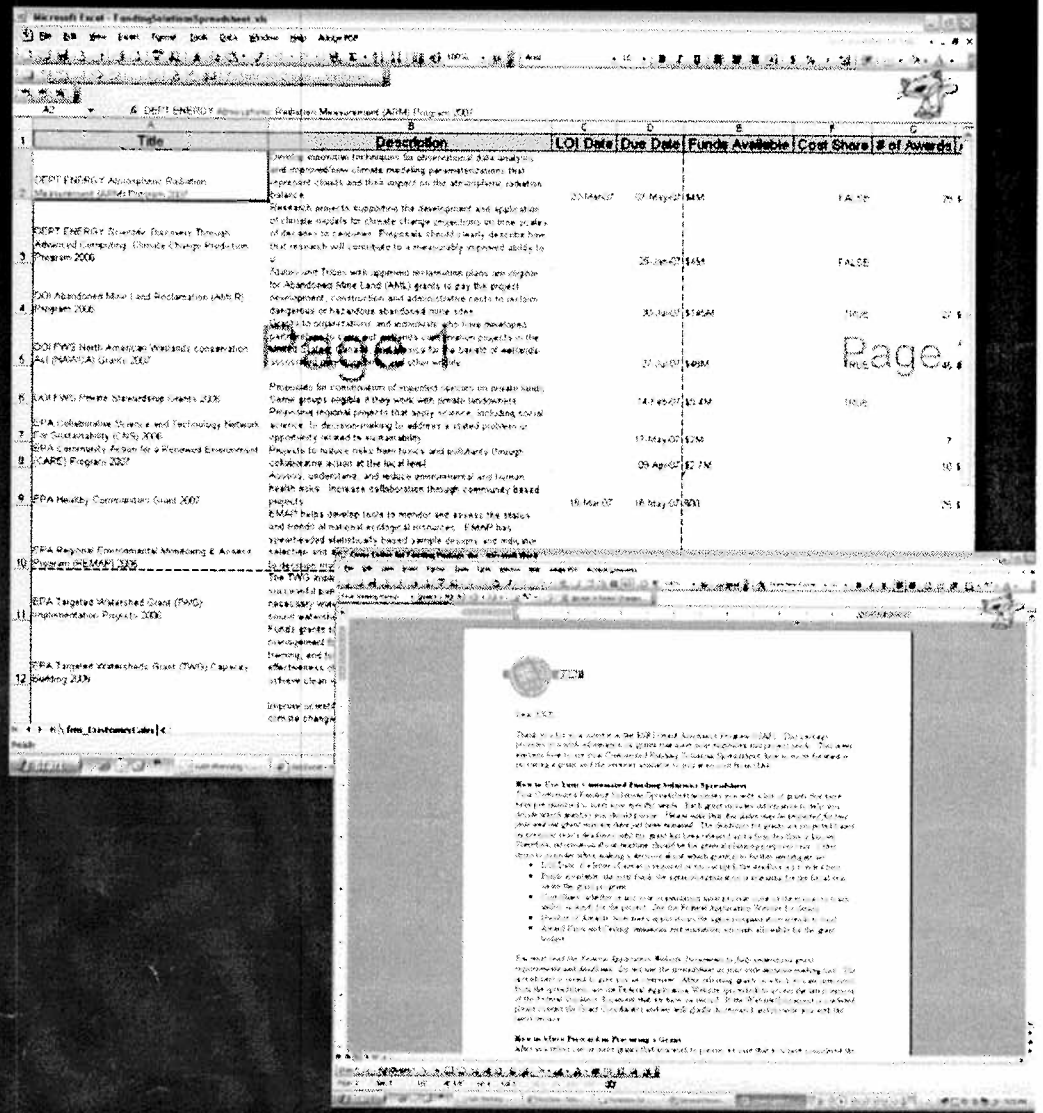
LIST OF COUNTIES ATTENDING THE ARGIS I & II TRAINING

(Twelve (12) limit per class)

1.	Hidalgo County	3	
2.	Nueces County	2	
3.	Live Oak County	1	
4.	Cameron County	2	
5.	Region 11	2	
6.	Webb County	2	
	Total	12	**Students**

ESRI Grant Assistance Program (GAP)

- A free program that helps GIS users in need:
  - Find funding for your organization
  - Obtain budgetary quotes for grant budgets
  - Apply for competitive grants
- Find helpful resources and request a Customized Funding Solution Report at: www.esri.com/grants



GIS 101

What is GIS?

Geographic Information Systems are computer systems capable of capturing, storing, analyzing, and displaying geographically referenced information; that is, data identified according to its location. The data is organized into layers of related information and can be combined with other layers of information to perform an analysis. This combination or integration of different layers for the purpose of discovering relationships is the power of GIS as a decision making support tool. For example, by overlaying senior citizen population statistics with existing support service locations a county official is able to identify areas of need within their community.

So how does it work?

GIS technology works by combining the spatial information of features (data referenced to locations on the earth) with the information used to describe those features (commonly referred to as the attribute information). For example, the location of a building would be considered spatial information, while the number of stories in the building would be considered its attribute information. This combination of information allows users to answer both spatial questions (i.e. how many buildings are within a 1 mile radius of a chemical spill) and attribute questions (i.e. how many 10 story buildings have not been inspected for code violations within the last 12 months). The results of these questions are presented visually in the form of a map.

Where does the data come from?

Data is one of, if not the most critical, components of a successful GIS implementation. Data can be created from scratch, obtained from a governmental organization, such as a state of federal agency, or purchased from a commercial vendor. The issue that is driving the need for GIS analysis will dictate the quality and source of the needed data. Remote sensing and global positioning systems (GPS) technologies are common sources of the data in the GIS community.

Remote sensing can be generically defined as the observation of an object, such as earth, from a distance with the intent of gathering information about that object. One of the most popular forms of remote sensing that can be seen almost daily on the nightly news is satellite imagery. While the media relies primarily on satellite imagery to provide a "picture" of a area in discussion (i.e. site of military action), the uses of the technology are much broader, including wildfire risk assesment, agricultural studies, and pollution monitoring just to name a few. At the county level, a common practice is to obtain remote sensing data in the form of aerial photographs. These images are captured from a plane and formatted so that they can be utilized with GIS software to assist in tasks such as planning, emergency management and public safety, property tax assessment, and public works projects.

GPS technology is a satellite-based navigation system made up of a network of 24 satellites placed into orbit by the U.S. Department of Defense. GPS was originally intended for military applications, but in the 1980s, the government made the system available for civilian use. GPS works in any weather conditions, anywhere in the world, 24 hours a day. There are no subscription fees or setup charges to use GPS. Counties take advantage of this technology in many ways to capture information about their communities, including asset inventories, environmental condition monitoring, and boundary mapping.

Back

GIS 101

What is GPS?

The Global Positioning System (GPS) is a satellite-based navigation system made up of a network of 24 satellites placed into orbit by the U.S. Department of Defense. GPS was originally intended for military applications, but in the 1980s, the government made the system available for civilian use. GPS works in any weather conditions, anywhere in the world, 24 hours a day. There are no subscription fees or setup charges to use GPS.

So how does it work?

GPS satellites circle the earth twice a day in a very precise orbit and transmit signal information to earth. GPS receivers take this information and use triangulation to calculate the user's exact location. Essentially, the GPS receiver compares the time a signal was transmitted by a satellite with the time it was received. The time difference tells the GPS receiver how far away the satellite is. Now, with distance measurements from a few more satellites, the receiver can determine the user's position and display it on the unit's electronic map.

Source: www.garmin.com Copyright 1996-2004 Garmin Ltd. or its subsidiaries

Do you achieve different accuracy levels with different receivers?

Yes, there are three different grades of GPS receivers commonly referred to as survey grade, mapping grade, and recreational grade.

- Survey Grade are the most accurate and most commonly used in situations where accuracy is essential (engineering applications, property boundary determinations, etc.). They typically provide true positional accuracy within a centimeter in the horizontal direction and elevation accuracies within 10 centimeters.
- Mapping Grade receivers must be differentially corrected GPS to reduce positional errors. Differential correction is the process of improving fixed positions utilizing data from a base station. With differential correction, horizontal accuracies from one to two meters can be achieved, while vertical accuracy is around 3 meters. These receivers are most commonly used by GIS professionals for gathering data for inventories, resource mapping, environmental management and infrastructure management.
- Recreational Grade are the least accurate units. Typically used for outdoor recreational activities, these receivers can have up to 20 meters in positional error.

Back

From: Jensen, Stephanie
To: Sandra Garza
Date: Thursday, May 28, 2009 9:50:55 AM
Subject: RE: GIS I & GIS II Onsite Training

Sandra,

We no longer teach the GIS 1 & 2 classes. Even if we were offering them, I am only authorized to teach City of Austin employees. Sorry...

Stephanie Jensen
GIS Supervisor, 9-1-1 Addressing & Zoning GIS
Communications and Technology Management
City of Austin
Travis County 9-1-1 Addressing Coordinator
(512) 974-6446 work (512) 802-6656 pgr

Manager: Leeanne Pacatte, leeanne.pacatte@ci.austin.tx.us, (512) 974-2614, work (512) 983-3606 cell, (512) 802-6639 pgr

---

From: Sandra Garza [mailto:sandra.garza@hchd.org]
Sent: Thursday, May 28, 2009 9:44 AM
To: Jensen, Stephanie
Cc: eva.rubio@hchd.org
Subject: GIS I & GIS II Onsite Training

Good Morining Stephanie,

We are inquiring on your onsite training for GIS I and GIS II, we would like to discuss what dates are available and would like a quote on these trainings. Please call me so we can discuss if you are able to meet the available dates we have.

Thank You,
Sandra Garza
Financial Specialist
sandra.garza@hchd.org
956-318-2426

3rd quote
Req #156774
1 of 1

AI-16190 **2.J.**

Health Division - Bio Descretionary Line Item Trf

CC CONSENT

Date: 06/30/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Department - Bio (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-040-9-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

339-->320 - $16,725.00; Funding available as of 6/25/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/25/2009 08:38 AM	APRV
2	Norma Silva	Norma Silva	06/25/2009 10:18 AM	APRV
3	Auditor's Office	Angela Garcia	06/25/2009 03:19 PM	APRV
4	Norma Silva	Norma Silva	06/26/2009 09:16 AM	APRV

Form Started By: Dan Beltran Started On: 06/24/2009 03:52 PM

Final Approval Date: 06/26/2009

AI-16119 **22.C.3.**

H-GAC Motorola Radios Purchase

CC REGULAR

Date:	06/30/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Health & Human Services Dept.

Information

CAPTION

Requesting authority to purchase (4) XTS 5000 Portable Radio - 800 MHZ and (4) XTS 5000 Portable Radio - VHF through Hidalgo County's Inter local agreement with the Houston-Galveston Area Council's (H-GAC's) awarded vendor Motorola Inc. (contract no.: RA01-08) for the Health & Human Services Department through requisition #156301 in an amount not to exceed $39,557.60.

BACKGROUND

Requisition 156301 $39,557.60

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-040-9-748

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available as of 6-25-09.

Attachments

Link: HGAC Motorola Radios Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 11:57 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 01:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/25/2009 09:22 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Matilde Faz Started On: 06/22/2009 02:13 PM

Final Approval Date: 06/26/2009

AI-16069 **22.D.1.**

Request to pay invoices/claims Millennium past due balance BCAP Projects Pct. No. 2

CC REGULAR

Date:	06/30/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Acceptance and approval of the following claims/invoices from Millenium Engineers Group, Inc. (see attachments) in the total amount of $4,431.56 with authority for Hidalgo County Treasurer to issue check after review, audit, & processing procedures are completed by the County Auditor.

BACKGROUND

These are prior years invoices for material testing. The contract expired and services were still required for completion of project.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1310-431-00-122-XXX-0-339

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Please see attachment (A) Expenditure Summary for available balances.

FISCAL YEAR: 9 **ACCT. #:** 9-1310-431-00-122-543-0-339

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending LIT 6/30/09 AI-16158 for $1,571.86 CC 06/30/09.

Attachments

Link: Invoice Breakdown Rnd I

Link: Invoices

Link: Invoice Breakdown Tierrea Bonita North

Link: (A) Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 11:56 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 01:25 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	06/25/2009 09:22 AM	APRV
4	Roland Garcia	Rolando Garcia	06/26/2009 03:15 PM	APRV
5	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Marcie Jackson Started On: 06/17/2009 11:35 AM

Final Approval Date: 06/26/2009

HIDALGO COUNTY BORDER COLONIA ACCESS PROG

Account# 9-1310-431-00-122-074-0-339

Vendor Name	Amount	Invoice #	Date	Project Na
Millennium Eng. Group, Inc.	$321.51	04M163.53	2/25/2005	LOPEZVI
TOTAL	$321.51			

Account# 9-1310-431-00-122-535-0-339

Vendor Name	Amount	Invoice #	Date	Project Na
Millennium Eng. Group, Inc.	$75.00	05M245-3	11/23/2005	TOWER EST/SA
TOTAL	$75.00			

Account# 9-1310-431-00-122-547-0-339

Vendor Name	Amount	Invoice #	Date	Project Na
Millennium Eng. Group, Inc.	$127.59	04M147-25-1	12/13/2004	WHITEWING/F
TOTAL	$127.59			

Account# 9-1310-431-00-122-548-0-339

Vendor Name	Amount	Invoice #	Date	Project Na
Millennium Eng. Group, Inc.	$127.59	04M147-25-2	5/9/2005	WHITEWING
TOTAL	$127.59			

Account# 9-1310-431-00-122-490-0-339

Vendor Name	Amount	Invoice #	Date	Project Na
Millennium Eng. Group, Inc.	$61.00	06M162-10	12/29/2006	ALAMO ORC
Millennium Eng. Group, Inc.	$367.90	06M162-23	1/10/2007	ALAMO ORC
Millennium Eng. Group, Inc.	$61.00	06M162-16	12/29/2006	ALAMO ORC
Millennium Eng. Group, Inc.	$61.00	06M162-19	12/29/2006	ALAMO ORC
TOTAL	$550.90			

Account# 9-1310-431-00-122-544-0-339

Vendor Name	Amount	Invoice #	Date	Project Na
Millennium Eng. Group, Inc.	$61.00	05M139-14	10/11/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$61.00	05M139-18	10/13/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$284.40	05M139-10	9/8/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$131.18	05M139-23	9/20/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$51.75	05M139-24-1	9/25/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$52.00	05M139-25-1	10/13/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$196.80	05M139-29	9/15/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$46.50	05M139-30	9/29/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$47.00	05M139-31	10/19/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$182.68	05M139-33-2	11/15/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$122.90	05M139-34	9/29/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$142.90	05M139-36	9/29/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$120.00	05M139-37-2	11/10/2005	TIERRA BONITA/MAI
Millennium Eng. Group, Inc.	$96.00	05M139-38-3	11/10/2005	TIERRA BONITA/MAI

Millennium Eng. Group, Inc.	$61.00	05M139-39	11/15/2005	TIERRA BONITA/MAI
TOTAL	$1,657.11			

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Account# 9-1310-431-00-122-543-0-339

Vendor Name	Amount	Invoice #	Date	Project Na
Millennium Eng. Group, Inc.	$114.45	05M139-20	9/15/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$60.50	05M139-21	9/25/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$61.00	05M139-22	10/13/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$36.75	05M139-24-2	11/10/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$37.00	05M139-25-2	11/10/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$117.90	05M139-26	9/15/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$60.50	05M139-27	9/29/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$61.00	05M139-28	10/13/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$316.43	05M139-32	9/29/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$96.25	05M139-33-1	9/29/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$142.90	05M139-35	9/29/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$106.18	05M139-37-1	10/25/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$285.00	05M39-38-1	10/19/2005	Tierra Bonita/Marie
Millennium Eng. Group, Inc.	$76.00	05M139-38-2	11/10/2005	Tierra Bonita/Marie
TOTAL	$1,571.86			

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Account No/Description		Budget	Encumbrance	Expenditures	Available
9-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV				
	*** Beginning Balance**	**1,817.43**	**.00**	**.00**	**1,817.43**
	*** Ending Balance**	**1,817.43**	**.00**	**.00**	**1,817.43**
9-1310-431-00-122-490-0-339	PCT.2-ALAMO ORCHARDS-OTHER PROF SRV				
	*** Beginning Balance**	**2,410.09**	**.00**	**.00**	**2,410.09**
*Encumbrances					
DATE PO NO. CHECK NO. BATCH VENDOR					
06/01/09 623453	97519 284009 MILLENNIUM ENGINEERS GROUP, I		550.00		
	Total		**550.00**		
	*** Ending Balance**	**2,410.09**	**550.00**	**.00**	**1,860.09**
9-1310-431-00-122-535-0-339	PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF				
	*** Beginning Balance**	**5,146.08**	**.00**	**.00**	**5,146.08**
	*** Ending Balance**	**5,146.08**	**.00**	**.00**	**5,146.08**
9-1310-431-00-122-544-0-339	PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR				
	*** Beginning Balance**	**3,488.87**	**.00**	**.00**	**3,488.87**
	*** Ending Balance**	**3,488.87**	**.00**	**.00**	**3,488.87**
9-1310-431-00-122-547-0-339	PCT.2-WHITEWING/DOVE-OTHER PROF SRV				
	*** Beginning Balance**	**2,751.80**	**.00**	**.00**	**2,751.80**
	*** Ending Balance**	**2,751.80**	**.00**	**.00**	**2,751.80**
9-1310-431-00-122-548-0-339	PCT.2-WHITEWING/PELICAN-OTHER PROF SRV				
	*** Beginning Balance**	**3,477.51**	**.00**	**.00**	**3,477.51**
	*** Ending Balance**	**3,477.51**	**.00**	**.00**	**3,477.51**

AI-16138 **22.D.2.**

Approval of Final Contract - Los Encinos I & II

CC REGULAR

Date: 06/30/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Approval of final construction contract (awarded by CC on 05-05-09) for C-CAP-09-128-05-05 Road & Drainage for Los Encinos I & II Subdivisions between Hidalgo County and Total Commitment, LLC in the amount of $207,184.80.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-891-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
avail. bal. 731 - $102,092.81; 733 - $84,676.33

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-890-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
avail bal 731 - $40,758.82; 733 - $31,705.13

Attachments

Link: los encinos I&II contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 12:16 PM	APRV
2	Budget & Management	Erika Zamora	06/24/2009 01:51 PM	APRV
3	Roland Garcia	Rolando Garcia	06/24/2009 04:33 PM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Yvette Islas Started On: 06/23/2009 11:24 AM

Final Approval Date: 06/26/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-128-05-05

THIS AGREEMENT, entered into this 5th day of May, 2009, by and between **HIDALGO COUNTY,** (hereinafter called the "OWNER," and TOTAL COMMITMET, LLC (a Texas Limited Liability Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described follows:

LOS ENCINOS I AND LOS ENCINOS II SUBDIVISIONS

Hereinafter called the project, for the sum of **TWO HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTY FOUR DOLLARS and EIGHTY CENTS** and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Izaguirre Engineering Group, LLC, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2009.

CONTRACTOR: _____
Print Name & Title: Pedro Armando Gutierrez, Jr.
Name of Firm: Total Commitment, LLC

Address: 11435 N. Bryan Road
Mission, Texas 78573

Fed I.D. #/SS #: 84-1657330

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 1st day of June, 2009, by Member (Title) Of and on behalf of TOTAL COMMITMENT, LLC. (A corporation)

_____
Notary Public-Signature

CYNTHIA E. HINOJOSA NOTARY PUBLIC STATE OF TEXAS EXPIRES FEB. 21, 2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

AI-16130 **22.E.1.**

Request by Contractor for Disbursements Funds Sent to Surety Company
CC REGULAR

Date:	06/30/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Approval for Hidalgo County to send funds directly to project disbursing administrator, SureTec Information Systems, Inc. as requested by awarded vendor, Closner Construction Co. LLC as a condition of their surety, '...directing all contract proceedings earned and to be earned...' under CAP-09-132-03-25-YSI Road & Drainage Construction for Ramon Leal Subdivision (awarded by CC 6-8-09).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-591-0-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

This item has No Budgetary Impact to Hidalgo County. It is to send contract proceeds to SureTec Information Systems, Inc. by request of awarded vendor.

Attachments

Link: surety r leal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/23/2009 02:35 PM	APRV
2	Purchasing Department	Marty Salazar	06/23/2009 02:52 PM	APRV
3	Budget & Management	Rosie Cantu	06/23/2009 03:04 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	06/25/2009 09:24 AM	APRV
5	Perla Lopez	Perla Lopez	06/25/2009 02:02 PM	APRV
6	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Marcie Jackson Started On: 06/23/2009 09:23 AM

Final Approval Date: 06/26/2009

CLOSNER CONSTRUCTION CO. L.L.C

P. O. Box 2707 Phone (956)712-3064 Fax (956)712-3066 Laredo, Texas 78044

6/22/09

Hidalgo County
Attn: Agapito Vargas
100 N. Closner Blvd.
Edinburg, Texas 78539

Re: Project: Ramon Leal Subdivision
Contract Amount: $93,167.06

Dear Mr. Vargas:

We request that you send all contract proceeds earned and to be earned under our contract with you directly to our project disbursing administrator, SureTec Information Systems, Inc. at the following address:

Closner Construction
C/O SureTec Information Systems, Inc.
Attn: Funds Disbursement Dept.
9737 Great Hills Trail, Suite 320
Austin, Texas 78759
(866) 732-0099

Your checks will still be made payable to us. This directive may only be changed by written consent of our surety, SureTec Insurance Company. Your signature below, indicating your agreement to make payment in this manner, is a condition to our Surety's execution of our performance and payment bonds on this project.

Thank you for your cooperation in this regard. You may receive a follow up phone call or e-mail from SureTec to confirm these instructions and answer any questions you may have.

We are looking forward to a very successful project.

CLOSNER CONSTRUCTION CO. L.L.C

JAIME CLOSNER
PRESIDENT

cc: SureTec Information Systems, Inc. - Scott Olson

Agreement and Acknowledgment:

Obligee: Hidalgo County

By: _____ _____***date***
Authorized Representative

_____
Title

_____/_____
Phone Number / email address

AI-16178 **22.F.1.**

Professional Services for the Hidalgo County Sheriff's Office Substation located in the Precinct No. 1 Area

CC REGULAR

Date:	06/30/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

a. Presentation for nomination by CC (of at least three (3) firms from the County's approved "Pool" for the purposes of scoring & grading, ranking by CC and negotiation of a professional engineering services contract for the provision of Construction Materials Testing services as part of County obligations in connection with the construction of sub-station(s) for Hidalgo County's east side facility:

Firms Nominated: 1._____; 2._____;
3._____;

b. Designation/Assignment of grading/scoring and evaluation team, if other than CC members.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-423-00-280-036-0-720

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 6-25-09 $2,671,560.76

Attachments

Link: back-up

Link: Pool

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/24/2009 09:42 PM	APRV
2	Budget & Management	Erika Zamora	06/25/2009 08:23 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2009 10:31 AM	APRV
4	Auditor's Office		06/26/2009 05:42 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/24/2009 03:05 PM

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFQ/P OPENING DATE: March 11, 2009	**RFQ OPENING TIME:** 9:30 A.M.
DESCRIPTION OF RFQ: "EXPANSION OF CONSTRUCTION MATERIAL TESTING SERVICES"	
BID NO: 2009-101-03-11-YSI	

RFQ	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF STATEMENTS OF QUALIFICATIONS	ACKNOWLEDGE RECEIPT OF ADDENDUM #1
1.	**Raba-Kistner** **800 E Hackberry** **McAllen, Texas 78501**	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: March 11, 2009 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "EXPANSION OF CONSTRUCTION MATERIALS TESTING SERVICES"

BID NO: 2009-101-03-11-YSI **EFFECTIVE FROM MARCH 24, 2009 TO FEBRUARY 09, 2010**

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS										
		FORENSIC STUDIES	CONSTRUCTION MATERIAL TESTING SERVICES	CIVIL	STRUCTURAL	GEO-TECHNICAL	MEP (MECH/ ELEC/ PLUMB)	LAND-FILL	ENVIRON-MENTAL	HIGHWAY	OTHER	OTHER
1.	**RABA-KISTNER CONSULTANTS, INC.** MARTIN VILA, PE, F. ASCE, Senior Vice President or KIRBY BRAUN 800 E HACKBERY MCALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX # (956) 682-5487 **kbraun@rkci.com**		√			√			√		√ Pavement Consulting	√ Facilities

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 11, 2009 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "EXPANSION OF CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO: 2009-101-03-11-YSI

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NOs.
1. RABA-KISTNER CONSULTANTS, INC KIRBY BRAUN	EMAIL TR	YSI	02-18-09	12821 W GOLDEN LANE SAN ANTONIO, TX 78249 PH. # (210) 699-9090 FAX # (210) 699-6426 kbraun@rkci.com
2.				
3.				
4.				
5				

VIA:
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: January 28, 2009 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "CONSTRUCTION MATERIALS TESTING SERVICES"

BID NO: 09-031-01-14-YSI

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS									
		FORENSIC STUDIES	CONSTRUCTION MATERIAL TESTING SERVICES	CIVIL	STRUCTURAL	GEOTECHNICAL	MEP (MECH/ELEC/PLUMB)	LANDFILL	ENVIRON-MENTAL	HIGHWAY	OTHER
1.	**TERRACON CONSULTANTS, INC.** JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T. 1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 drash@drashce.com jaflores@terracon.com		√			√			√		√ (FACILITIES)
2.	**PROFESSIONAL SERVICES INDUSTRIES INC (PSI)** JAIME CANTU, P.E. or RUDY MARTINEZ, BRANCH MANAGER 2020 LOOP 499 #302 HARLINGEN, TEXAS 78550 PH. # (956) 423-6826 FAX # (956) 423-5735 eladio.garza@psiusa.com					√			√		
3.	**L & G ENGINEERING LABORATORY, LLC.** JACINTO GARZA, P.E. 2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 jacinto@lgengineers.com		√			√			√		
4.	**MILLENNIUM ENGINEERS GROUP (M.E.G.)** RAUL PALMA, P.E. P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX # (956) 383-0295 megengineers@aol.com		√	√		√			√	√	

5.	**EARTH CO., LLC** RUDY MARTINEZ 1306 "F" STREET, SUITE A HARLINGEN, TEXAS 78550 PH. # (956) 428-2443 CELL # (956) 793-6387 **rm.earthco@gmail.com** **jc.earthco@gmail.com**		√			√					