

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

AMENDMENT TO GENERAL FUND  
MANAGEMENT AGREEMENT

This Amendment to the contract (the "Amendment") between Valley Initiative for Development and Advancement a non-profit corporation of the State of Texas ("VIDA") and Hidalgo County (the"County") is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WHEREAS, VIDA and Hidalgo County entered into a General Fund Management Agreement (the 'Contract") on March 24, 2009 (the "Contract") in which VIDA agreed to assist economically disadvantaged, under employed, and unemployed adults in Hidalgo County to gain employment through skills development training for demand occupations in allied health in accordance with the goals and objections of the Building Future Talent Program for stimulating local economic development and encouraging business location and commercial activity in the county.

WHEREAS, certain provisions of the Contract require amendment to ensure efficient operation under the Contract.

NOW THEREFORE, for and in consideration of the tasks performed by VIDA and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, VIDA and Hidalgo County hereby agree to the following amendments to the Contract:

1. The third "Whereas" clause shall be deleted in its entirety and the following substituted in lieu thereof:

Whereas, VIDA will assist economically disadvantaged, underemployed and 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

2. Article 2.01 shall be deleted in its entirety from the Contract and the following inserted in lieu thereof:

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

3. Article 3.01 shall be deleted in its entirety from the Contract and the following

inserted in lieu thereof:

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.

3. Article 5.03 shall be deleted in its entirety from the Contract and the following inserted in lieu thereof:

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 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.

4. Article 5.07 shall be deleted in its entirety from the Contract and the following inserted in lieu thereof:

- 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.

5. Article 6.01 be deleted in its entirety from the Contract and the following inserted in lieu thereof:

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 deadlines established in this Article 6.01.

6. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. VIDA and Hidalgo County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

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J. D. Salinas III, County Judge

ATTEST:

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Arturo Guajardo, Jr., County Clerk

VALLEY INITIATIVE  
FOR DEVELOPMENT AND  
ADVANCEMENT

\_\_\_\_\_  
Title: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: \_\_\_\_\_  
Stephen L. Crain