AI-21812 **6.D.**

Claim of Blanca I. Torrez

CC REGULAR

Date:	06/29/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Blanca I. Torrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 12:33 PM	APRV
2	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/23/2010 09:52 AM

Final Approval Date: 06/25/2010

AI-21813 **7.D.**

Claim of Blanca I. Torrez

CC REGULAR

Date:	06/29/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Blanca I. Torrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 12:33 PM	APRV
2	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/23/2010 09:54 AM

Final Approval Date: 06/25/2010

AI-21805 **10.B.**

Head Start Program - ACF RGMU Review

CC REGULAR

Date:	06/29/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval for Commissioners' Court Executive Officer to sign acknowledgment of receipt of the ACF Regional Grants Management Unit's decisions related to the audit of Head Start Program Year 26 for the year ended 12/31/2007.

BACKGROUND

Fiscal Impact

Attachments

Link: backup

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2010 03:44 PM	APRV
2	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Sergio Cruz — Started On: 06/22/2010 02:41 PM

Final Approval Date: 06/25/2010

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Regional Office VI, Office of Head Start
1301 Young Street, Room 1437
Dallas, Texas 75202

RECEIVED BY
COUNTY AUDITOR
2010 JUN 21 PM 3 14

HIDALGO COUNTY
BUDGET OFFICE
2010 JUN 21 PM 4 28

June 10, 2010

Board of Commissioners
Hidalgo County
2808 South Business Hwy 281
Edinburg, TX 78540-0689

Grant No.: 06CH0183
CIN: A-06-09-92771
PY: 26
PYE: 12/31/2007

Dear Board Members:

The ACF Regional Grants Management Unit (RGMU) has completed their desk review of the organization-wide audit report on Hidalgo County, as it applies to the Head Start program, for the period January 1, 2007 through December 31, 2007, as prepared by BURTON MCCUMBER AND CORTEZ, L.L.P., Certified Public Accountants. The audit recommendations assigned to this agency for resolution have been restated below for your reference.

205926100 and 029923100. Bank Overdraft. We recommend procedures be implemented to ensure 1) cash flows are sufficient to maintain operations, and 2) related penalties are not charged to Federal programs.

212909100. 07-01. Current and Previous Year Findings. This is a repeat finding. We recommend procedures be strengthened to ensure corrective action plans are implemented in a timely manner.

220922100. 07-03. Infrastructure Depreciation. We recommend procedures be strengthened to ensure depreciation is accurately calculated.

299927100. 07-10. Information System Operations – Disaster Recovery Plan. This is a repeat finding. We recommend a disaster recovery plan be developed and implemented.

205901100. ML. Outstanding Checks. This is a repeat finding. We recommend procedures be strengthened to ensure outstanding checks are investigated and canceled when appropriate.

299928100. ML. Segregation of Duties – Expenditures. We recommend procedures be strengthened to ensure accounting duties are segregated to the extent possible.

SCANNED
DATE: ~~6-21-10~~ 6-21-10

The RGMU reviewed the "Management's Discussion and Analysis" section of the audit report, and your agency's letters, dated September 10, 2009 and July 1, 2008, which reported the corrective actions taken or proposed by your agency to address the auditor's findings. The corrective actions accomplished or proposed for the remaining findings appeared acceptable. In addition, we reviewed your audit report for the period January 1, 2009 through December 31, 2009 and verified that the "Repeat Findings" indicated above were not again repeated in that audit.

Your final Financial Status Report (SF-269) for the above referenced program year indicated an unobligated fund balance which was assigned to program year (PY) 27. Therefore, you may consider the audit closed and financial reporting complete for PY26.

Grantees are requested to acknowledge receipt of decisions by the granting office. Please sign and return a copy of this letter within ten (10) days of receipt to this office, Attention: Heather Colwell.

You are requested to make this correspondence plus all grant documents and budget information available to the auditor for subsequent audits. Additionally, please ensure that your Executive Director and other Officers of the Board, Head Start Director, Finance Officer, and Policy Council Chairperson receive a copy of this letter.

If you have any questions, please contact Janice Pruitt, RGMU Team Leader, at: janice.pruitt@acf.hhs.gov, or 214-767-8848.

Sincerely,

Susan Johnston

Susan K. Johnston
Regional Program Manager

Acknowledgement:

_____

Signature Date

cc: GF/RF
ACF/OFS/Division of Financial Integrity
Ray Bishop, Regional Grants Management Officer
Debra Ogwo, Grants Specialist
Alfredo Huerta, Program Specialist

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Regional Office VI, Office of Head Start
1301 Young Street, Room 937
Dallas, Texas 75202

RECEIVED BY
COUNTY AUDITOR
2010 JUN 21 PM 3 14

HIDALGO COUNTY
BUDGET OFFICE
2010 JUN 21 PM 4 28

June 10, 2010

Board of Commissioners
Hidalgo County
2808 South Business Hwy 281
Edinburg, TX 78540-0689

Grant No.: 06CH0183
CIN: A-06-09-92771
PY: 26
PYE: 12/31/2007

Dear Board Members:

The ACF Regional Grants Management Unit (RGMU) has completed their desk review of the organization-wide audit report on Hidalgo County, as it applies to the Head Start program, for the period January 1, 2007 through December 31, 2007, as prepared by BURTON MCCUMBER AND CORTEZ, L.L.P., Certified Public Accountants. The audit recommendations assigned to this agency for resolution have been restated below for your reference.

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299928100. ML. Segregation of Duties – Expenditures. We recommend procedures be strengthened to ensure accounting duties are segregated to the extent possible.

SCANNED
DATE: ~~6-21-10~~ 6-21-10

The RGMU reviewed the "Management's Discussion and Analysis" section of the audit report, and your agency's letters, dated September 10, 2009 and July 1, 2008, which reported the corrective actions taken or proposed by your agency to address the auditor's findings. The corrective actions accomplished or proposed for the remaining findings appeared acceptable. In addition, we reviewed your audit report for the period January 1, 2009 through December 31, 2009 and verified that the "Repeat Findings" indicated above were not again repeated in that audit.

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Grantees are requested to acknowledge receipt of decisions by the granting office. Please sign and return a copy of this letter within ten (10) days of receipt to this office, Attention: Heather Colwell.

You are requested to make this correspondence plus all grant documents and budget information available to the auditor for subsequent audits. Additionally, please ensure that your Executive Director and other Officers of the Board, Head Start Director, Finance Officer, and Policy Council Chairperson receive a copy of this letter.

If you have any questions, please contact Janice Pruitt, RGMU Team Leader, at: janice.pruitt@acf.hhs.gov, or 214-767-8848.

Sincerely,

Susan Johnston

Susan K. Johnston
Regional Program Manager

Acknowledgement:

_____

Signature Date

cc: GF/RF
ACF/OFS/Division of Financial Integrity
Ray Bishop, Regional Grants Management Officer
Debra Ogwo, Grants Specialist
Alfredo Huerta, Program Specialist

AI-21830 **11.A.**

TX Dot Presentation

CC REGULAR

Date:	06/29/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Erika Reyna
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by RMA as it relates to TXDOT Project Development.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2010 03:40 PM	APRV
2	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Angela Garcia Started On: 06/24/2010 01:41 PM

Final Approval Date: 06/25/2010

AI-21842 **11.B.**

MPO Presentation

CC REGULAR

Date:	06/29/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 12:26 PM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 01:24 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Erika Reyna			Started On: 06/25/2010 11:07 AM	
Final Approval Date: 06/25/2010				

AI-21843 **11.C.**

Reimbursement Request Art. 104.001 & 104.002 CCP

CC REGULAR

Date: 06/29/2010

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of request for reimbursement of expenses incurred under Article 104.001 and 104.002 of Texas Code of Criminal Procedures with authority for County Judge to submit request as prescribed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reimbursement to Hidalgo County from Cameron County for Rubio Trial expenses.

*actual invoice will be attached at a later time as per Judge's Office.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 12:27 PM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 04:40 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Erika Reyna			Started On: 06/25/2010 11:16 AM	
Final Approval Date: 06/25/2010				

AI-21850 **11.D.**

Resolution in Opposition to Arizona SB 1070

CC REGULAR

Date:	06/29/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Resolution in opposition to State of Arizona SB 1070 requiring all local law enforcement to investigate a person's immigration status.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Resolution will be brought to Commissioner's Court as per Judge's Office.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 04:36 PM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 04:50 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Erika Reyna			Started On: 06/25/2010 04:16 PM	
Final Approval Date: 06/25/2010				

AI-21854 **11.E.**

Resolution Supporting Application
CC REGULAR

Date:	06/29/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Resolution supporting an application by Doctors Hospital at Renaissance to the Texas Health and Human Services Commission for a Transition to Improved Pediatric Access Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.
*resolution will be brought to Commissioner's Court as per Judge's Office

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 04:53 PM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 05:00 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Erika Reyna			Started On: 06/25/2010 04:50 PM	
Final Approval Date: 06/25/2010				

AI-21767 **12.A.**

Approval to delete Bailiff/Interpreter, create Bailiff, and transfer Interpreter pay allowance.

CC REGULAR

Date:	06/29/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	449TH DC
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Courts

Information

CAPTION

449th District Court (1100):
1. Approval to transfer interpreter pay allowance in the amount of $6,000.00 from slot no. 004, Bailiff/Interpreter to slot no. 005, Assistant Court Coordinator (employee no. 174971).
2. Approval to delete one (1) vacant regular full-time Bailiff/ Interpreter position, slot no. 004, budgeted salary $46,000.00.
3. Approval to create one (1) regular full-time Bailiff position, slot no. 006, budgeted salary $48,000.00.
4. Approval of intradepartmental transfer.
5. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-011-001-0-743

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

BUDGETARY IMPACT:

SEE ATTACHED INTRADEPARTMENTAL TRANSFER. $4,873.00 available funds in object code 743 as of 06/21/2010.rc

Attachments

Link: MEMO
Link: job descriptions
Link: FISCAL NOTE
Link: REVISED SALARY SCHEDULE
Link: PARS
Link: INTRA TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/24/2010 11:30 AM	APRV
2	Budget & Management	Erika Zamora	06/24/2010 11:32 AM	APRV

3	Sylvia Solis	Sylvia Solis	06/25/2010 05:04 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Rosie Cantu

Started On: 06/21/2010 02:47 PM

Final Approval Date: 06/25/2010

DISTRICT COURT COORDINATOR

OFFICIAL COURT REPORTER

ASST. COURT COORDINATOR

BAILIFF/INTERPRETER

JESSE CONTRERAS
JUDGE, 449TH JUDICIAL DISTRICT OF TEXAS

MEMORANDUM

TO: RAUL SILGUERO, BUDGET OFFICER

FROM: JUDGE JESSE CONTRERAS, 449TH DISTRICT COURT/ BRENDA

DATE: **06/21/2010**

Employee # 174971

I AM REQUESTING THAT THE ASST. COURT COORDINATOR, BE GIVEN TH INTERPRETER PAY OF $6,000.00, AS SHE WILL BE INTERPRETING IN COURT. AS WELL, REQUEST I BEING MADE TO INCREASE THE BAILIFF POSITION PAYROLL. THE INCREASE FOR SAID POSITIO WILL BE APPROXIMATELY $2,000.00 TO BE PAID OUT FROM OBJECT CODE #743.

IT WOULD BE GREATLY APPRECIATED IF YOU WOULD BE ABLE TO PRESENT THE ITEM ON AGEND AT COMMISSIONERS COURT AS SOON AS POSSIBLE. THANK YOU IN ADVANCE FOR YOUR ATTENTIO TO THIS MATTER.

THANK YOU.

JUDGE JESSE CONTRERAS
/bg

Cc: DINA TREVINO

RECEIVED
JUN 21 2010
BUDGET OFFICE

DISTRICT COURT COORDINATOR

OFFICIAL COURT REPORTER

ASST. COURT COORDINATOR

BAILIFF/INTERPRETER

JESSE CONTRERAS
JUDGE, 449TH JUDICIAL DISTRICT OF TEXAS

MEMORANDUM

TO: RAUL SILGUERO, BUDGET OFFICER

FROM: JUDGE JESSE CONTRERAS, 449TH DISTRICT COURT/ BRENDA

DATE: **06/21/2010**

Employee # 174971

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THANK YOU.

JUDGE JESSE CONTRERAS
/bg

Cc: DINA TREVINO

RECEIVED
JUN 21 2010
BUDGET OFFICE

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.

Agenda Item: 21767

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:

449th District Court (1100):

1. Approval to transfer interpreter pay allowance in the amount of $6,000.00 from slot no. 004, Bailiff/Interpreter to slot no. 005, Assistant Court Coordinator (employee no. 174971).

2. Approval to delete one (1) vacant regular full-time Bailiff/ Interpreter position, slot no. 004, budgeted salary $46,000.00.

3. Approval to create one (1) regular full-time Bailiff position, slot no. 006, budgeted salary $48,000.00.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	BAILIFF/ INTERPRETER	0004	113	-	-	46,000.00	0.00	(46,000.00)
1100	"	"	116	"	"	6,000.00	0.00	(6,000.00)
1100	BAILIFF	0006	113	-	-	0.00	48,000.00	48,000.00
1100	ASSISTANT COURT COORD.	0005	116	-	-	0.00	6,000.00	6,000.00
								0.00
								0.00
								0.00
								0.00
								0.00
					TOTAL:	52,000.00	54,000.00	2,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-011-001-0- 113	449TH DC	REG F/T EMPLOYEES	$996.17
0-1100-412-00-011-001-0- 116	449TH DC	INTERPRETER PAY	$0.00
0-1100-412-00-011-001-0- 211	449TH DC	HEALTH INSURANCE	$0.00
0-1100-412-00-011-001-0- 212	449TH DC	LIFE INSURANCE	$0.00
0-1100-412-00-011-001-0- 220	449TH DC	FICA	$76.21
0-1100-412-00-011-001-0- 230	449TH DC	RETIREMENT	$94.84
0-1100-412-00-011-001-0- 250	449TH DC	UNEMPLOYMENT COMP	$4.98
0-1100-412-00-011-001-0- 260	449TH DC	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$1,172.20

2011 Budgetary Impact: $2,362.45

Possible Funding Sources: INTRADEPT TRANSFER- OBJECT CODE 743

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-011-001-0

AI - 21767

449TH DC

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT JUDGE	15,000.00	0.00	0.00	0	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	10,373.00	0.00	25,373.00
0002	113	COURT REPORTER	73,500.00	1,500.00	75,000.00	0	0.00	0.00	75,000.00	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00
0003	113	COURT COORDINATOR	65,625.00	0.00	0.00	0	0.00	0.00	65,625.00	65,625.00	0.00	0.00	0.00	0.00	0.00	65,625.00
DELETE POSITION																
~~0004~~	~~113~~	~~BAILIFF/INTERP~~	~~46,000.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~46,000.00~~	~~0.00~~	~~0.00~~	~~6,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
										TRANSFER INTERPRETER PAY		6,000.00 ↓				
0005	113	ASST CRT COOR	45,000.00	0.00	0.00	0	0.00	0.00	45,000.00	45,000.00	0.00	~~0.00~~	0.00	0.00	0.00	51,000.00
CREATE POSITION																
0006	113	BAILIFF	0.00	48,000.00	48,000.00	0	0.00	0.00	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			245,125.00	1,500.00	75,000.00		0.00	0.00	248,625.00	200,625.00	0.00	6,000.00	0.00	10,373.00	0.00	216,998.00

449th District Court (1100):

1. Approval to transfer interpreter pay allowance in the amount of $6,000.00 from slot no. 004, Bailiff/ Interpreter to slot no. 005, Assistant Court Coordinator (employee no. 174971).
2. Approval to delete one (1) vacant regular full-time Bailiff/ Interpreter position, slot no. 004, budgeted salary $46,000.00.
3. Approval to create one (1) regular full-time Bailiff position, slot no. 006, budgeted salary $48,000.00.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449TH DC **DATE:** 06/21/2010

CURRENT POSITION TITLE: BAILIFF/ INTERPRETER **CURRENT SLOT. #:** 0004

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 46,000.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (46,000.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other surplus funds will be made available

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,

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

There is no need for a bailiff/interpreter in our department (449th District Court). The bailiff will ONLY handle bailiff duties and the assistant court coordinator will be responsible of the interpreting duties in our department.

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. DEPARTMENT HEAD — DATE 6.24.10
2. Esther Q. Cortez/ope — HUMAN RESOURCES DIRECTOR — DATE 06.25.10
3. DEPARTMENT OF BUDGET & MANAGEMENT — DATE 6/24/2010
4. COMMISSIONERS COURT APPROVAL — DATE

FUNDING AVAILABLE IN DEPT. BUDGET ☐ YES ☐

PERSONNEL PROCEDURES COMPLETED ☐ YES ☐

BUDGET PROCEDURES COMPLETED ☑ YES ☐

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449TH DC **DATE:** 06/21/2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 006

REQUESTED POSITION TITLE: BAILIFF
(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- (Current Budgeted Salary) $ 48,000.00 (Proposed Budgeted Salary) $ 48,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other OBJECT CODE 743

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)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The bailiff in our department (449th District Court) will only be handling bailiff 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)

DELETING SLOT 004, BAILIFF/ INTERPRETER POSITION, SLOT 004, BUDGETED AT $46,000.00 & ALLOCATED INTERPRET. PAY OF $6

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6.24.10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐
2.	Esther A. Cortez/mp HUMAN RESOURCES DIRECTOR	06.25.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/24/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449TH DC **DATE:** 06/21/2010

CURRENT POSITION TITLE: ASST. COURT COORDINATOR **CURRENT SLOT. #:** 005

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other INTERPRET. PAY ALLO

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 6,000.00 (slot no. 004) (DELETE) $ 6,000.00 (slot 005) (ANNUAL) $ -0-

Current Budgeted Salary/ Allowance | Proposed Budgeted Salary/ Allowance | Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Interpreter pay previously allocated in slot no. 004 Bailiff/Interp. position, pending approval to be deleted.

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,

CIVIL SERVICE:
Exempt ☑
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☑

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Assistant Court Coordinator will be interpreting in court.

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. DEPARTMENT HEAD	6-24-10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐
2. HUMAN RESOURCES DIRECTOR Esther O. Cortez/ejz	Oct. 25.10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/24/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐
4. COMMISSIONERS COURT APPROVAL	DATE			

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 21, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 449th DC

ACCOUNT NUMBER: 0-1100-412-00-011-001-0-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
743	OFFICE FURN & EQUIP	113	REG F/T EMPLOYEES	996.17
743	OFFICE FURN & EQUIP	220	FICA	76.21
743	OFFICE FURN & EQUIP	230	RETIREMENT	94.84
743	OFFICE FURN & EQUIP	250	UNEMPLOYMENT COMP	4.98
			TOTAL	**$ 1,172.20**

REASON: TRANSFER TO FUND THE NEW BAILIFF POSITION, SLOT NO. 006. TOTAL TRANSFERRED REFLECTS DIFFERENCE IN SALARY IN THE AMOUNT OF $2,000.00- BASE SALARY. SALARIES AND FRINGES HAVE BEEN PRORATED. (NOTE: BAILIFF/INTERPRETER POSITION SLOT NO. 004 DELETED).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-21789 **13.A.**

Sheriff's Office - FBI Overtime (1284)

CC REGULAR

Date:	06/29/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

FBI Overtime (1284):
1. Approval to accept overtime funding for a second position by the FBI for the amount of $16,903.25.
2. Approval of Certification of Revenues as certified by the County Auditors for the FBI funding for overtime.
3. Approval of budget amendment (increase) for additional funding in the amount of $16,903.25.

BACKGROUND

Pursuant to the Memorandum of Understanding and Cost Reimbursement Agreement between the Federal
Bureau of Investigation (FBI) and the Hidalgo County Sheriff's Office. These were approved by Commissioners' Court on 02/24/09 (AI-14062). These agreements remain in effect during the agency's participation in the task force, unless terminated by mutual consent of the parties.

The funding terminates September 30, 2010.

Fiscal Impact

FISCAL YEAR: 2010	**ACCT. #:** 0-1284-421-00-280-056-1-131
FUNDS AVAILABLE Y/N?:	**MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $16,903.25 for FBI overtime. Funding is for period of 10/1/09 to 9/30/10.
Revenue account# 0-1284-331-10-280-056-1-000 - FBI overtime.

Fringe Benefits relating to the overtime hours are to be charged to the Sheriff's Office Budget (0-1100-421-00-280-001-0).

Attachments

Link: FBI.funding.notice

Link: Certification of Revenues

Link: BA FBI Overtime

Link: other backup - ref

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/23/2010 09:34 AM	APRV
2	Budget & Management	Erika Zamora	06/23/2010 12:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/24/2010 10:14 AM	APRV
4	Rosalinda Cantu	Rosie Cantu	06/25/2010 08:28 AM	APRV
5	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Emilia Uriegas Started On: 06/22/2010 10:17 AM

Final Approval Date: 06/25/2010

U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

1200 N. McColl
McAllen, Texas 78501
(956) 984-6300

June 21, 2010

RE: 2010 Overtime Reimbursement

Dear Sirs:

Attached is the monthly ($1,408.60) and annual maximum ($16,903.25) overtime reimbursement limits for participating officers in the Rio Grande Valley Safe Streets Task Force. These limits apply to each law enforcement officer assigned full-time to the task force. Currently, the Hidalgo County Sheriff's Office has two deputies assigned to the task force, Joshua Kaltenbach and David Garcia. They are each eligible for overtime reimbursement up to the fiscal year 2010 limits. These limits will apply until September 30, 2010. A new "Notice of Limits" will be issued for the fiscal year 2011, prior to October 1, 2010. The proposed overtime reimbursement limits for fiscal year 2011 are $1,433.52 per month or $17,202.25 annually.

If you have any question regarding this matter please contact me.

Sincerely

Daniel D. Snow
Acting Supervisory Special Agent

McAllen Resident Agency
(956) 984-6335

NOTICE OF LIMITS

FOR

FY 2010 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

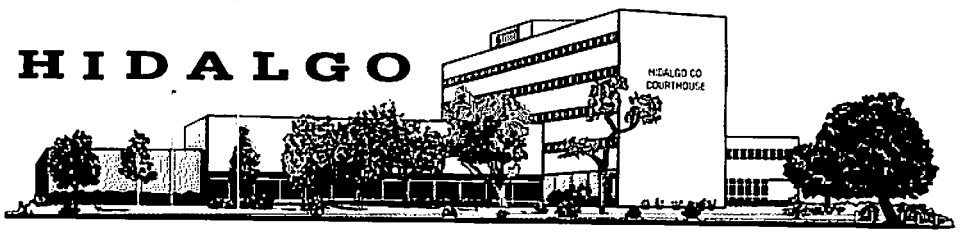
For **Fiscal Year 2010**, the maximum limits for reimbursements under these CRAs are **$1,408.60** per month and **$16,903.25** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2009.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Walter V. Meslar
Head of Contracting Activity
Federal Bureau of Investigation

5/14/09
Date

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 23, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., 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, Jr., 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 a grant award from the U.S. Department of Justice - Federal Bureau of Investigation. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$16,903.25	2010 Overtime Reimbursement

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/23/10
Date

DATE: June 22, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FBI--Overtime

ACCOUNT NUMBER: 0-1284-421-00-280-056-1-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
0-1284-421-00-280-056-1-131	Overtime Pay	16,903.25

	TOTAL APPROPRIATIONS	16,903.25
0-1284-331-10-280-056-1-000	Federal Bureau of Investigation (FBI)	16,903.25
	TOTAL REVENUES	16,903.25

REASON: **To amend budget (increase) due to additional funding from the FBI for overtime for second position.**

The funding terminates 09/30/10.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #0-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COOPERATIVE AGREEMENT
BETWEEN
HIDALGO COUNTY SHERIFF'S OFFICE
AND
DRUG ENFORCEMENT ADMINISTRATION

This agreement is made this 1st day of October, 2009, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of that area, the parties hereto agree to the following:

1. The McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen HIDTA Task Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen HIDTA Task Force for a period of not less than two years. During this period of assignment, the officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the McAllen HIDTA Task Force, DEA will assign five (5) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the McAllen HIDTA Task Force, the MPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the HCSO for overtime payments made by it to HCSO officer(s) assigned to the McAllen HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, Federal employee (currently $16,903.25), per officer.

7. In no event will the HCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HCSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The HCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment,

Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the HCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HCSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2010. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____

Zoran B. Yankovich, Special Agent-In-Charge

For the Hidalgo County Sheriff's Office:

_____ Date: 9-17-09

Guadalupe "**Lupe**" Trevino, Hidalgo County Sheriff

Linda Fong

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Monday, June 21, 2010 4:56 PM
To: Linda Fong - 1st Assistant Auditor
Cc: Becky Luna - Director of Accounting ; Cynthia Careaga - Grant Accountant I
Subject: FW: 2nd Position for FBI Overtime Funding - CERTIFICATION OF REVENUE - SHERIFF'S DEPT - $16,903.25
Attachments: image003.jpg; MX-M450N_20100622_054019_001.pdf

Linda,

A Certification of Revenue in the amount of $16,903.25 is being requested;

The Sheriff's Dept. currently has a budget that was appropriated on 10/13/09 in the amount of $16,903.25 which is the amount budgeted for one position (one deputy)(see image of SAGE account below); however, the FBI, has allowed a second position to be added, hence the letter dated June 21, 2010 from the FBI. (see attachment)

The Sheriff's Dept. would like to appropriate the entire $16,903.25 even though it doesn't seem likely that they'll be able to spend all of it from now through September 30, 2010.

Mike E.

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Monday, June 21, 2010 4:45 PM
To: 'Mike Escaname'
Subject: 2nd Position for FBI Overtime Funding

Mike:

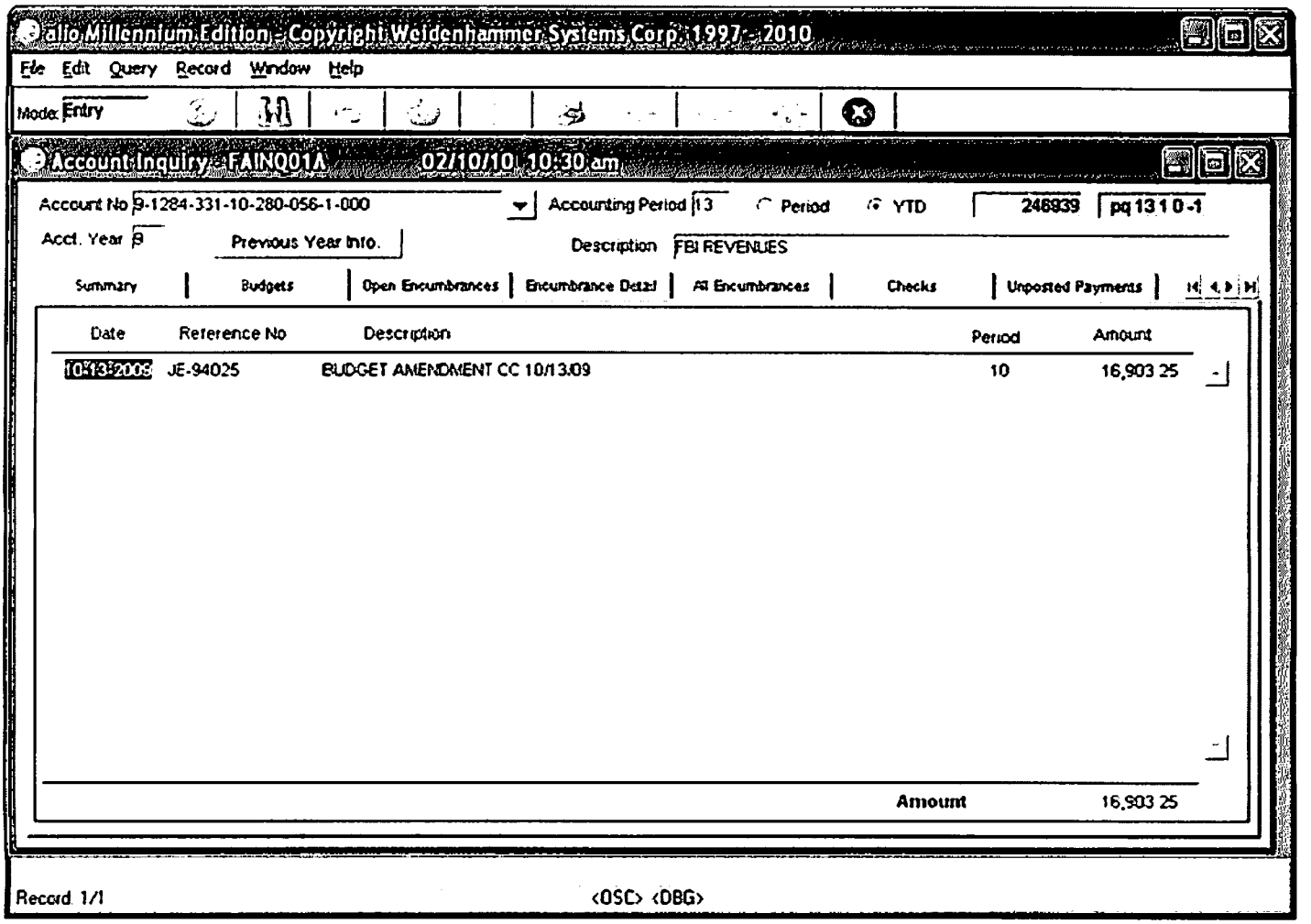
Attached is information our office received regarding a second position for the FBI grant. I need to verify:

1. Is this sufficient for placing on CC Agenda?
2. Would the appropriation account # be the same?

Let me know as soon as possible. We would like to place on CC agenda of 06/29/10.

Thanks,

Emilia


alio Millennium Edition - Copyright Weidenhammer Systems Corp. 1997 - 2010
File Edit Query Record Window Help
Mode: Entry
Account Inquiry - FAINQ01A 02/10/10 10:30 am
Account No 9-1284-331-10-280-056-1-000
Accounting Period 13
Period
YTD
248939
pq1310-1
Acct. Year 9
Previous Year Info.
Description FBI REVENUES
Summary
Budgets
Open Encumbrances
Encumbrance Detail
All Encumbrances
Checks
Unposted Payments
Date
Reference No
Description
Period
Amount
10/13/2009
JE-94025
BUDGET AMENDMENT CC 10/13/09
10
16,903.25
Amount
16,903.25
Record 1/1
<OSC> <DBG>

AI-21841 **14.A.**

Approval of deletions, creations, and transfers of employees from Pct. 3 to Constable Pct. 3

CC REGULAR

Date: 06/29/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Constable Gallardo
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Constable Pct. 3/ Pct. 3 Parks & Sanitation:
1. Approval of position and employee transfers from Pct. #3 to Constable Pct. #3:

From Dept.	Slot	Emp #	Position Title	To Dept.	Slot	Emp #	Position Title	Budgeted Salary
Pct. 3 Sanitation	0002	115495	Sr. Deputy Constable Step I	Constable Pct. 3	0015	115495	Sr. Deputy Constable Step I	$41.800.00
Pct. 3 Sanitation	0025	170909	Solid Waste Enforcement Officer	Constable Pct. 3	0016	170909	Deputy Constable	$36,480.00
Pct. 3 Parks	0013	139777	Peace Officer Step I	Constable Pct. 3	0017	139777	Deputy Constable Step I	$38,000.00
Pct. 3 Parks	0016	Vacant	Peace Officer	Constable Pct. 3	0018	Vacant	Sr. Deputy Constable Step I	$41,800.00

2. Approval of interdepartmental transfers.
3. Approval of revised salary schedules.

BACKGROUND

Funding (salaries and fringes) for transfer of positions is pending approval of interdepatrmental transfers. See attachments.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-293-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding (salaries and fringes) for transfer of positions is pending approval of interdepatrmental transfers. See attachments.

Attachments

Link: transfers & related backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/25/2010 04:45 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 04:46 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	06/25/2010 05:16 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Sylvia Solis Started On: 06/25/2010 09:49 AM

Final Approval Date: 06/25/2010

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 29, 2010

Agenda Item: 21841

Summary of request/proposal:
Constable Pct. 3/ Pct. 3 Parks/ Pct. 3 Sanitation:
Approval to transfer the following positions and employees from Pct. 3 Parks to Constable Pct. 3:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Sr. Deputy Constable Step I	0013	113	41,800.00	0.00	(41,800.00)
1100	Solid Waste Enforcement Officer	0016	113	36,480.00	0.00	(36,480.00)
				78,280.00	0.00	(78,280.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-452-00-123-008-0-	113	PARKS PCT.3 -	REG F/T EMPLOYEES	($41,548.62)
0-1100-452-00-123-008-0-	115	PARKS PCT.3 -	LONGEVITY PAY	$0.00
0-1100-452-00-123-008-0-	117	PARKS PCT.3 -	SUPPLEMENTAL PAY	($636.92)
0-1100-452-00-123-008-0-	211	PARKS PCT.3 -	HEALTH INSURANCE	($2,706.96)
0-1100-452-00-123-008-0-	212	PARKS PCT.3 -	LIFE INSURANCE	($27.00)
0-1100-452-00-123-008-0-	220	PARKS PCT.3 -	FICA	($3,178.47)
0-1100-452-00-123-008-0-	230	PARKS PCT.3 -	RETIREMENT	($3,955.43)
0-1100-452-00-123-008-0-	250	PARKS PCT.3 -	UNEMPLOYMENT COMP	($207.74)
0-1100-452-00-123-008-0-	260	PARKS PCT.3 -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	($52,261.14)

2011 Budgetary Impact: ($89,378.12)

Possible Funding Sources: Available funds, pending interdepartmental transfer from Pct. 3 Parks to Constable Pct. 3

Budget Office Recommendation:

DATE: June 28, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 3

ACCOUNT NUMBER: 0-1100-4XX-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				
0-1100-452-00-123-008-0-	113	PCT. 3 PARKS -	REG F/T EMPLOYEES	(41,548.62)
0-1100-452-00-123-008-0-	117	PCT. 3 PARKS -	SUPPLEMENTAL PAY	(636.92)
0-1100-452-00-123-008-0-	211	PCT. 3 PARKS -	HEALTH INSURANCE	(2,706.96)
0-1100-452-00-123-008-0-	212	PCT. 3 PARKS -	LIFE INSURANCE	(27.00)
0-1100-452-00-123-008-0-	220	PCT. 3 PARKS -	FICA	(3,178.47)
0-1100-452-00-123-008-0-	230	PCT. 3 PARKS -	RETIREMENT	(3,955.43)
0-1100-452-00-123-008-0-	250	PCT. 3 PARKS -	UNEMPLOYMENT COMP	(207.74)
TO				
0-1100-421-00-293-001-0-	113	CONSTABLE PCT. 3 -	REG F/T EMPLOYEES	41,548.62
0-1100-421-00-293-001-0-	117	CONSTABLE PCT. 3 -	SUPPLEMENTAL PAY	636.92
0-1100-421-00-293-001-0-	211	CONSTABLE PCT. 3 -	HEALTH INSURANCE	2,706.96
0-1100-421-00-293-001-0-	212	CONSTABLE PCT. 3 -	LIFE INSURANCE	27.00
0-1100-421-00-293-001-0-	220	CONSTABLE PCT. 3 -	FICA	3,178.47
0-1100-421-00-293-001-0-	230	CONSTABLE PCT. 3 -	RETIREMENT	3,955.43
0-1100-421-00-293-001-0-	250	CONSTABLE PCT. 3 -	UNEMPLOYMENT COMP	207.74
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the transfer of Sr. Deputy Constable Step I position and Solid Waste Enforcement Officer position from Pct. 3 Parks to Constable Pct. 3.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-452-00-123-008-0

AI - 21841

Pct. 3 Parks

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PARK DIRECTOR	43,362.90	0.00	0.00	0	0.00	0.00	43,363.00	43,363.00	720.00	0.00	0.00	0.00	0.00	44,083.00
0002	113	PARK COORDIN	38,799.00	0.00	0.00	0	0.00	0.00	38,799.00	38,799.00	1,140.00	0.00	0.00	0.00	0.00	39,939.00
0003	113	FOREMAN	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	MECHANIC II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0005	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0006	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	720.00	0.00	0.00	0.00	0.00	28,720.00
0007	113	HEAVY EQ OP I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	600.00	0.00	0.00	0.00	0.00	28,600.00
0008	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0010	113	CUSTODIAN	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	540.00	0.00	0.00	0.00	0.00	28,540.00
0011	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0012	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
~~0013~~	~~113~~	**TRANSFER THE FOLLOWING: ↓ ~~PEACE OFFICER STEP I~~**	~~38,000.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~38,000.00~~	~~38,000.00~~	~~0.00~~	~~0.00~~	~~1,200.00~~	~~0.00~~	~~0.00~~	~~39,200.00~~
0014	113	MAINTENANCE III	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0015	113	MAINTENANCE III	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
~~0016~~	~~113~~	**TRANSFER THE FOLLOWING: ↓ ~~PEACE OFFICER~~**	~~36,480.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~5,320.00~~	~~41,800.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0017	113	HEAVY EQ OP III	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
			470,721.90	28,000.00	28,000.00		0.00	5,320.00	504,042.00	430,242.00	3,720.00	0.00	1,200.00	0.00	0.00	435,162.00

Approval to transfer the above positions and employees from Pct. 3 Parks to Constable Pct. 3 Dept (293-001). Personnel action pending CC approval.

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 29, 2010

Agenda Item: 21841

Summary of request/proposal:
Constable Pct. 3/ Pct. 3 Parks/ Pct. 3 Sanitation:
Approval to transfer the following positions and employees from Pct. 3 Sanitation to Constable Pct. 3:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Peace Officer Step I	0002	113	38,000.00	0.00	(38,000.00)
1100	Peace Officer	0025	113	41,800.00	0.00	(41,800.00)
				79,800.00	0.00	(79,800.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-432-00-123-001-0-	113	SANITATION PCT.3 -	REG F/T EMPLOYEES	($42,355.38)
0-1100-432-00-123-001-0-	115	SANITATION PCT.3 -	LONGEVITY PAY	($206.77)
0-1100-432-00-123-001-0-	117	SANITATION PCT.3 -	SUPPLEMENTAL PAY	($636.92)
0-1100-432-00-123-001-0-	211	SANITATION PCT.3 -	HEALTH INSURANCE	($2,706.96)
0-1100-432-00-123-001-0-	212	SANITATION PCT.3 -	LIFE INSURANCE	($27.00)
0-1100-432-00-123-001-0-	220	SANITATION PCT.3 -	FICA	($3,240.19)
0-1100-432-00-123-001-0-	230	SANITATION PCT.3 -	RETIREMENT	($4,032.23)
0-1100-432-00-123-001-0-	250	SANITATION PCT.3 -	UNEMPLOYMENT COMP	($211.78)
0-1100-432-00-123-001-0-	260	SANITATION PCT.3 -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	($53,417.23)

2011 Budgetary Impact: ($91,166.70)

Possible Funding Sources: Available funds, pending interdepartmental transfer from Pct. 3 Sanitation to Constable Pct. 3

Budget Office Recommendation:

DATE: June 28, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 3

ACCOUNT NUMBER: 0-1100-4XX-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				
0-1100-432-00-123-001-0-	113	PCT. 3 SANITATION -	REG F/T EMPLOYEES	(42,355.38)
0-1100-432-00-123-001-0-	115	PCT. 3 SANITATION -	LONGEVITY PAY	(206.77)
0-1100-432-00-123-001-0-	117	PCT. 3 SANITATION -	SUPPLEMENTAL PAY	(636.92)
0-1100-432-00-123-001-0-	211	PCT. 3 SANITATION -	HEALTH INSURANCE	(2,706.96)
0-1100-432-00-123-001-0-	212	PCT. 3 SANITATION -	LIFE INSURANCE	(27.00)
0-1100-432-00-123-001-0-	220	PCT. 3 SANITATION -	FICA	(3,240.19)
0-1100-432-00-123-001-0-	230	PCT. 3 SANITATION -	RETIREMENT	(4,032.23)
0-1100-432-00-123-001-0-	250	PCT. 3 SANITATION -	UNEMPLOYMENT COMP	(211.78)
TO				
0-1100-421-00-293-001-0-	113	CONSTABLE PCT. 3 -	REG F/T EMPLOYEES	42,355.38
0-1100-421-00-293-001-0-	115	CONSTABLE PCT. 3 -	LONGEVITY PAY	206.77
0-1100-421-00-293-001-0-	117	CONSTABLE PCT. 3 -	SUPPLEMENTAL PAY	636.92
0-1100-421-00-293-001-0-	211	CONSTABLE PCT. 3 -	HEALTH INSURANCE	2,706.96
0-1100-421-00-293-001-0-	212	CONSTABLE PCT. 3 -	LIFE INSURANCE	27.00
0-1100-421-00-293-001-0-	220	CONSTABLE PCT. 3 -	FICA	3,240.19
0-1100-421-00-293-001-0-	230	CONSTABLE PCT. 3 -	RETIREMENT	4,032.23
0-1100-421-00-293-001-0-	250	CONSTABLE PCT. 3 -	UNEMPLOYMENT COMP	211.78
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the transfer of Peace Officer Step I position and Peace Officer position from Pct. 3 Sanitation to Constable Pct. 3.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-432-00-123-001-0

AI - 21841

Pct. 3 Sanitation

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANIT DIRECTOR	48,300.00	0.00	0.00	0	0.00	0.00	48,300.00	48,300.00	300.00	0.00	0.00	0.00	0.00	48,600.00
		TRANSFER THE FOLLOWING: ↓														
~~0002~~	~~113~~	~~SR. DEPUTY CONSTABLE STEP 1~~	~~41,800.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~41,800.00~~	~~41,800.00~~	~~420.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~42,220.00~~
0004	113	HEAVY EQ OP II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	600.00	0.00	0.00	0.00	0.00	28,600.00
0005	113	HEAVY EQ OP II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	600.00	0.00	0.00	0.00	0.00	28,600.00
0006	113	SUPERVISOR	30,000.00	0.00	0.00	0	0.00	0.00	30,000.00	30,000.00	600.00	0.00	0.00	0.00	0.00	30,600.00
0007	113	TRCK DRVER III	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0008	113	TRCK DRVER III	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0009	113	TRCK DRVER III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0011	113	TRCK DRVER III	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0012	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0013	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0014	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0015	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0016	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0017	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0018	113	TRCK DRVER III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0019	113	TRCK DRVER III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0020	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-432-00-123-001-0

AI - 21841

Pct. 3 Sanitation

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0021	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0023	113	TRCK DRVER III	26,144.00	0.00	0.00	0	0.00	0.00	26,144.00	26,144.00	0.00	0.00	0.00	0.00	0.00	26,144.00
0024	113	TRCK DRVER III	26,144.00	0.00	0.00	0	0.00	0.00	26,144.00	26,144.00	0.00	0.00	0.00	0.00	0.00	26,144.00
~~0025~~	~~113~~	**TRANSFER THE FOLLOWING:** ↓ ~~SOLID WASTE ENFORCEMENT OFFICER~~	~~36,480.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~36,480.00~~	~~36,480.00~~	~~0.00~~	~~0.00~~	~~1,200.00~~	~~0.00~~	~~0.00~~	~~37,680.00~~
0026	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0027	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0028	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0029	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0030	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0031	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0032	113	MAINTENANCE I	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0033	113	HEAVY EQUIPMENT OPERATOR III	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0034	113	MAINTENANCE II	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
			818,148.00	84,000.00	84,000.00		0.00	0.00	902,148.00	902,148.00	3,120.00	0.00	1,200.00	0.00	0.00	906,468.00

Approval to transfer the above positions and employees from Pct. 3 Sanitation to Constable Pct. 3 Dept (293-001). Personnel action pending CC approval.

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 29, 2010

Agenda Item: 21841

Summary of request/proposal:
Constable Pct. 3/ Pct. 3 Parks/ Pct. 3 Sanitation:
Approval to transfer the following positions and employees from Pct. 3 Sanitation and Pct. 3 Parks to Constable Pct. 3:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Sr. Deputy Constable Step I	0015	113	0.00	41,800.00	41,800.00
1100	Solid Waste Enforcement Officer	0016	113	0.00	36,480.00	36,480.00
1100	Peace Officer Step I	0017	113	0.00	38,000.00	38,000.00
1100	Peace Officer	0018	113	0.00	41,800.00	41,800.00
				0.00	158,080.00	158,080.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-421-00-293-001-0-	113	CONSTABLE PCT. 3 -	REG F/T EMPLOYEES	$83,904.00
0-1100-421-00-293-001-0-	115	CONSTABLE PCT. 3 -	LONGEVITY PAY	$206.77
0-1100-421-00-293-001-0-	117	CONSTABLE PCT. 3 -	SUPPLEMENTAL PAY	$1,273.84
0-1100-421-00-293-001-0-	211	CONSTABLE PCT. 3 -	HEALTH INSURANCE	$5,413.92
0-1100-421-00-293-001-0-	212	CONSTABLE PCT. 3 -	LIFE INSURANCE	$54.00
0-1100-421-00-293-001-0-	220	CONSTABLE PCT. 3 -	FICA	$6,418.66
0-1100-421-00-293-001-0-	230	CONSTABLE PCT. 3 -	RETIREMENT	$7,987.66
0-1100-421-00-293-001-0-	250	CONSTABLE PCT. 3 -	UNEMPLOYMENT COMP	$419.52
0-1100-421-00-293-001-0-	260	CONSTABLE PCT. 3 -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$105,678.37

2011 Budgetary Impact: $196,948.58

Possible Funding Sources: Funds available, pending interdepartmental transfer from Pct. 3 Sanitation & Pct. 3 Parks to Constable Pct. 3

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/5/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-293-001-0

AI - 21841

Constable Pct. 3

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	CONSTABLE	68,190.00	0.00	0.00	0	0.00	0.00	68,190.00	68,190.00	0.00	0.00	1,800.00	8,000.00	0.00	77,990.00
0002	113	CHIEF DEPUTY CONSTABLE STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	0.00	0.00	1,200.00	0.00	0.00	47,180.00
0003	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	0.00	48,737.00
0004	113	DEPUTY CONSTABLE	44,777.00	0.00	0.00	0	0.00	(8,297.00)	36,480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,200.00	0.00	0.00	46,637.00
0006	113	DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	-0	(3,800.00)	0.00	38,000.00	38,000.00	1,140.00	0.00	1,800.00	0.00	0.00	40,940.00
0007	113	SR. DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	1,200.00	0.00	0.00	43,000.00
0008	113	SR. DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	600.00	0.00	0.00	42,400.00
0009	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0010	113	DEPUTY CONSTABLE STEP II	19,665.00	0.00	0.00	0	0.00	0.00	19,665.00	19,665.00	0.00	0.00	1,200.00	0.00	0.00	20,865.00
0012	113	ADMINISTRATIVE ASSISTANT	33,155.00	0.00	0.00	0	0.00	0.00	33,155.00	33,155.00	300.00	0.00	0.00	0.00	0.00	33,455.00
0013	113	DEP CONST STEP II - SOLID WASTE ENF OFI	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	0.00	0.00	1,200.00	0.00	0.00	40,530.00
0014	113	CLERK	23,800.00	0.00	0.00	0	0.00	0.00	23,800.00	23,800.00	0.00	0.00	0.00	0.00	0.00	23,800.00
		TRANSFER-IN THE FOLLOWING: ↓														
0015	**113**	**SR. DEPUTY CONSTABLE STEP I**	**0.00**	**41,800.00**	**41,800.00**	**0**	**0.00**	**0.00**	**41,800.00**	**0.00**	**420.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0016	**113**	**DEPUTY CONSTABLE**	**0.00**	**36,480.00**	**36,480.00**	**0**	**0.00**	**0.00**	**36,480.00**	**0.00**	**0.00**	**0.00**	**1,200.00**	**0.00**	**0.00**	**0.00**
0017	**113**	**DEPUTY CONSTABLE STEP I**	**0.00**	**38,000.00**	**38,000.00**	**0**	**0.00**	**0.00**	**38,000.00**	**0.00**	**0.00**	**0.00**	**1,200.00**	**0.00**	**0.00**	**0.00**
0018	**113**	**SR. DEPUTY CONSTABLE STEP I**	**0.00**	**41,800.00**	**41,800.00**	**0**	**0.00**	**0.00**	**41,800.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			534,628.00	158,080.00	158,080.00		(3,800.00)	(8,297.00)	680,611.00	486,051.00	3,780.00	0.00	17,100.00	8,000.00	0.00	512,111.00

Approval to transfer the above positions and employees from Pct. 3 Sanitation & Pct. 3 Parks to Constable Pct. 3 Dept (293-001). Personnel action pending CC approval.

AI-21845 **15.A.**

District Clerk - creation of one (1) temporary full-time Assistant Deputy Clerk position

CC REGULAR

Date:	06/29/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Laura Hinojosa
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

District Clerk (1235):
1. Approval to create one (1) temporary full-time Assistant Deputy Clerk position, slot no. T001, budgeted hourly rate $10.72. Position not to exceed 6 months and/or 12/31/10.
2. Approval of appropriation of funds.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1235-412-00-090-008-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed temporary full-time Assistant Deputy Clerk position and related fringe benefits available from Fund 1235 Fund Balance, pending appropriation of funds.

Attachments

Link: Fiscal Note

Link: Appropriation

Link: Revised salary schedule

Link: Job descriptions

Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/25/2010 02:53 PM	APRV
2	Budget & Management	Angela Garcia	06/25/2010 03:04 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2010 03:41 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Sylvia Solis

Started On: 06/25/2010 01:56 PM

Final Approval Date: 06/25/2010

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.

Agenda Item: 21845

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
District Clerk Record Mgmt (1235):
Approval of one (1) temporary full-time Assistant Deputy Clerk position, slot no. T001, budgeted hourly rate $10.72. Position not to exceed 6 months and/or 12/31/10.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1235	ASSISTANT DEPUTY CLERK	T001	121	-	-	0.00	22,290.00	22,290.00
					TOTAL:	0.00	22,290.00	22,290.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1235-412-00-090-008-0- 121	DISTRICT CLERK REC MGMT -	TEMP F/T EMPLOYEES	$11,273.10
0-1235-412-00-090-008-0- 211	DISTRICT CLERK REC MGMT -	HEALTH INSURANCE	-
0-1235-412-00-090-008-0- 212	DISTRICT CLERK REC MGMT -	LIFE INSURANCE	-
0-1235-412-00-090-008-0- 220	DISTRICT CLERK REC MGMT -	FICA	$862.39
0-1235-412-00-090-008-0- 230	DISTRICT CLERK REC MGMT -	RETIREMENT	-
0-1235-412-00-090-008-0- 250	DISTRICT CLERK REC MGMT -	UNEMPLOYMENT COMP	$56.37
0-1235-412-00-090-008-0- 260	DISTRICT CLERK REC MGMT -	WORKER'S COMP	-
		2010 Budgetary Impact	$12,191.86

2011 Budgetary Impact: -

Possible Funding Sources: 1235 Fund Balance

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: June 25, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for District Clerk Record Mgmt

ACCOUNT NUMBER: 0-1235-412-00-090-008-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1235-412-00-090-008-0-121	District Clerk Record Mgmt - Temp F/T Employee	11,273.10
0-1235-412-00-090-008-0-220	District Clerk Record Mgmt - FICA	862.39
0-1235-412-00-090-008-0-250	District Clerk Record Mgmt - Unemployment Comp	56.37
	TOTAL BUDGET INCREASE (DECREASE)	**12,191.86**

REASON: To appropriate funding for one temporary full-time Assistant Deputy Clerk position, slot no. T001

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1235-412-00-090-008-0

AI - 21845

District Clerk Record Mgmt

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING: ↓														
T001	**121**	**ASST. DEPUTY CLERK**	**0.00**	**22,290.00**	**22,290.00**	**0**	**0.00**	**0.00**	**22,290.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			0.00	22,290.00	22,290.00		0.00	0.00	22,290.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Approval of one (1) temporary full-time Assistant Deputy Clerk position, slot no. 0001, budgeted hourly rate $10.72. Position not to exceed 6 months and/or 12/31/10.

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

Job Title: Assistant Deputy Clerk **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
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: District Clerk Record Management (090-008) DATE: 06/25/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: T001

REQUESTED POSITION TITLE: Assistant Deputy Clerk (Temporary)

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) $ 22,290.00 (Proposed Budgeted Salary) $ 22,290.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 1235 FUND BALANCE

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $ 10.72 Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ 10.72 * 2,080 hrs. per year = 22,290.00 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/201	12/31/2010	Mon – Fri / 8am–5pm	40	Not to exceed 6 months and/or 12/31/2010
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

PLEASE SEE ATTACHMENT

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.	Laura Pimentel — DEPARTMENT HEAD	DATE 6/25/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/25/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Laura Hinojosa
Hidalgo County
District Clerk

June 25, 2010

Mr. Raul Silguero
Budget Officer
County of Hidalgo
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

Dear Mr. Silguero:

I am hereby requesting one (1) temporary slot for the District Clerk's office.

Our office needs to utilize temporary staff to assist in the digital archiving and retrieval of documents in our scanning division. I have attached a Personnel Adjustment Form and Job Description for your review.

I appreciate your attention and full consideration of our 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
Hidalgo County District Clerk

Attachment

Post Office Box 87
Edinburg, Texas 78540
Telephone (956) 318-2200
Fax (956) 318-2251
districtclerk@co.hidalgo.tx.us

AI-21822 **17.A.**

2010 Interlocal Cooperation Agreement between Cities and Hidalgo County

CC REGULAR

Date:	06/29/2010
Submitted By:	Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For:	Juan Martinez
Department:	FIRE MARSHAL'S DEPT.
Agenda Category:	Fire Marshal's Office

Information

CAPTION

Discussion and approval of the following 2010 Interlocal Cooperation Agreements:
1. City of Alamo
2. City of Mission
3. Sullivan City
4. City of Weslaco

BACKGROUND

Rural Fire Services Agreement approved by CC 4/28/10 (AI-15198):
1.) City of Alamo (1) Original
2.) City of Mission (2) Originals
3.) Sullivan City (1) Original
4.) City of Weslaco (1) Original

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-0XX-0-841

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

BUDGETARY IMPACT:

*please see attached expenditure summary for these FD's.

Attachments

Link: 2010 Alamo Contract

Link: 2010 Mission Contract

Link: 2010 Sullivan City Contract

Link: 2010 Weslaco Contract

Link: Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 03:05 PM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 08:14 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Yolanda Orozco

Started On: 06/23/2010 02:28 PM

Final Approval Date: 06/25/2010

Interlocal Cooperation Agreement between Alamo and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 15th day of June, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of ALAMO, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 15th day of June, 2010.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on June 15, 2010 and shall terminate on December 31, 2010.

1.2 After December 31, 2010, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal's office and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the Entity in rural/ un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 FALSE ALARM – The intentional/unintentional initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any incorporated area(s) within Hidalgo County that exist as an entity limit at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency call for service situation, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention is necessary due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a Entity is requested to assist another entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding Entity requests assistance from another Entity or Department.

2.26 MUTUAL AID – where a primary entity response to an emergency event when the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response, (this includes any element of public works that is called upon to help achieve the objective.) Each Secondary Entity summoned and that responds is eligible to receive the rate of pay as the primary entity. The Fire Chief or designee, for the Primary Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire. (not including piled brush from land clearing/cleaning operations.)

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section 3.2, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, piled/cleared land materials, or other unwanted refuse, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and/ or RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY ENTITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested by the County, or secondary entity under Section 2.25 or 2.26 to respond to assist the primary city in any type of emergency response to an area where the emergency occurred. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving rubbish fires, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual Emergency services were rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the herein described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the extenuating circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind. (Piled/ Demolished building materials are classified in Rubbish Fires Section 2.39 and do not constitute a structure fire.)

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires Entity personnel emergency response to and to deal with public and/or manage property extinguishment. Rubbish fires are excluded from this category. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situatio dictate immediate traffic control, or public redirection.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The

Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

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

3.9 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 Entity's Rural Emergency Services, the County will reimburse the 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 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 3, 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 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 Entity performing such services under this Agreement. 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 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 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 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 Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 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.

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 Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

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

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

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

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, 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 entity)

.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 ENTITY** (in place of primary entity.)

.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 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 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. Entity is 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 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 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, 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, 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 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 Entity Alamo
125 S. 9th
Alamo, TX, Texas 78516

If to County: County of Hidalgo
Rene A. Ramirez, 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

By: _____ Date 6/15/10

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____ _____
Rene A. Ramirez, County Judge **Date**

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____
Stephen L. Crain

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:_____ SITIUATION 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 COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

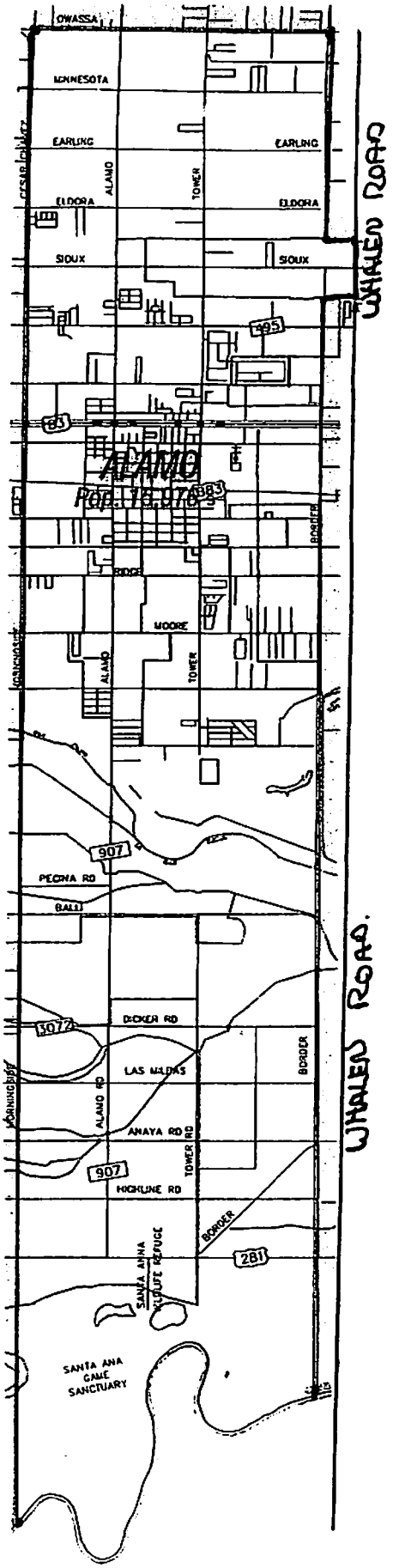
Incident Commander: _____ Report Prepared by: _____

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


OWASSA
MINNESOTA
EARLING
EARLING
ELDORA
ELDORA
SIOUX
SIOUX
ALAMO
TOWER
495
83
ALAMO
Pop. 18,076
BORDER
RIDGE
MOORE
907
PECINA RD
BALL
DICKER RD
LAS MILPAS
ANAYA RD
HIGHLINE RD
281
SANTA ANA WILDLIFE REFUGE
SANTA ANA GAME SANCTUARY
UHALDE ROAD
UHALDE ROAD.

Interlocal Cooperation Agreement between CITY OF MISSION and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 14 day of JUNE. 2010, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of MISSION, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 14th day of June, 2010.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on June 14 2010 and shall terminate on December 31, 2010.

1.2 After December 31, 2010, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal's office and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the Entity in rural/ un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 FALSE ALARM – The intentional/unintentional initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any incorporated area(s) within Hidalgo County that exist as an entity limit at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency call for service situation, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention is necessary due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a Entity is requested to assist another entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding Entity requests assistance from another Entity or Department.

2.26 MUTUAL AID – where a primary entity response to an emergency event when the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response, (this includes any element of public works that is called upon to help achieve the objective.) Each Secondary Entity summoned and that responds is eligible to receive the rate of pay as the primary entity. The Fire Chief or designee, for the Primary Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire. (not including piled brush from land clearing/cleaning operations.)

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section 3.2, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, piled/cleared land materials, or other unwanted refuse, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and/ or RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY ENTITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested by the County, or secondary entity under Section 2.25 or 2.26 to respond to assist the primary city in any type of emergency response to an area where the emergency occurred. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving rubbish fires, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual Emergency services were rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the herein described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the extenuating circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind. (Piled/ Demolished building materials are classified in Rubbish Fires Section 2.39 and do not constitute a structure fire.)

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires Entity personnel emergency response to and to deal with public and/or manage property extinguishment. Rubbish fires are excluded from this category. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situatio dictate immediate traffic control, or public redirection.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The

Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

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

3.9 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 Entity's Rural Emergency Services, the County will reimburse the 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 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 3, 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 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 Entity performing such services under this Agreement. 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 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 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 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 Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 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.

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 Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

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

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

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

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, 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 entity)

.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 ENTITY** (in place of primary entity.)

.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 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 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. Entity is 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 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 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, 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, 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 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 Entity City of Mission
Norberto Salinas, Mayor
1201 E. 8th St.
Mission, Texas, Texas 78572

If to County: County of Hidalgo
Rene A. Ramirez, 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 MISSION

By: NORBERTO SALINAS

Date JUNE 14. 2010

ATTEST:

City Secretary

CITY OF MISSION TEXAS

COUNTY OF HIDALGO

Rene A. Ramirez, County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____
Stephen L. Crain

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:_____ SITIUATION 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 COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

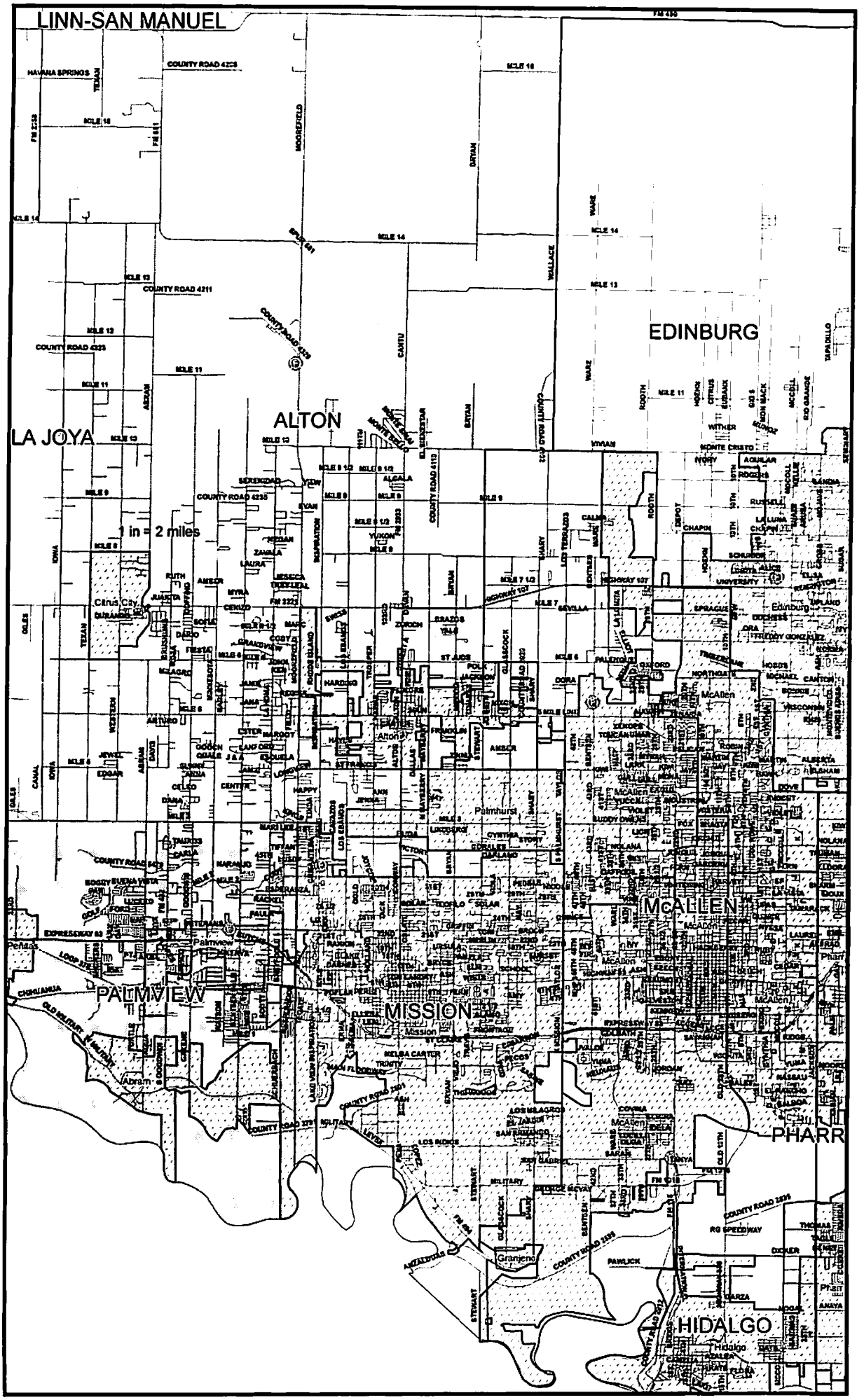
Incident Commander: _____ Report Prepared by: _____

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


LINN-SAN MANUEL
EDINBURG
ALTON
LA JOYA
1 in = 2 miles
McALLEN
PALMVIEW
MISSION
PHARR
HIDALGO

Interlocal Cooperation Agreement between Sullivan City and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 16 day of JUNE 2010, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of SULLIVAN CITY, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 16 day of JUNE, 2010.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on JUNE 16, 2010, and shall terminate on December 31, 2010.

1.2 After December 31, 2010, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal's office and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the Entity in rural/ un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 FALSE ALARM – The intentional/unintentional initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any incorporated area(s) within Hidalgo County that exist as an entity limit at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency call for service situation, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention is necessary due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a Entity is requested to assist another entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding Entity requests assistance from another Entity or Department.

2.26 MUTUAL AID – where a primary entity response to an emergency event when the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response, (this includes any element of public works that is called upon to help achieve the objective.) Each Secondary Entity summoned and that responds is eligible to receive the rate of pay as the primary entity. The Fire Chief or designee, for the Primary Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire. (not including piled brush from land clearing/cleaning operations.)

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section 3.2, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, piled/cleared land materials, or other unwanted refuse, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and/ or RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY ENTITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested by the County, or secondary entity under Section 2.25 or 2.26 to respond to assist the primary city in any type of emergency response to an area where the emergency occurred. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving rubbish fires, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual Emergency services were rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the herein described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the extenuating circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind. (Piled/ Demolished building materials are classified in Rubbish Fires Section 2.39 and do not constitute a structure fire.)

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires Entity personnel emergency response to and to deal with public and/or manage property extinguishment. Rubbish fires are excluded from this category. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situatio dictate immediate traffic control, or public redirection.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The

Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

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

3.9 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 Entity's Rural Emergency Services, the County will reimburse the 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 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 3, 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 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 Entity performing such services under this Agreement. 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 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 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 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 Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 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.

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 Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

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

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

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

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, 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 entity)

.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 ENTITY** (in place of primary entity.)

.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 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 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. Entity is 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 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 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, 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, 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 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 Entity: City of Sullivan City
Rosendo "Cheno" Benavides
P.O. Box 249
Sullivan City, Texas 78595

If to County: County of Hidalgo
Rene A. Ramirez, 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

By: _____ **Date** 6/16/10

ATTEST:

City Secretary

COUNTY OF HIDALGO

_____ _____

Rene A. Ramirez, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____

Stephen L. Crain

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:_____ SITIUATION 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 COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

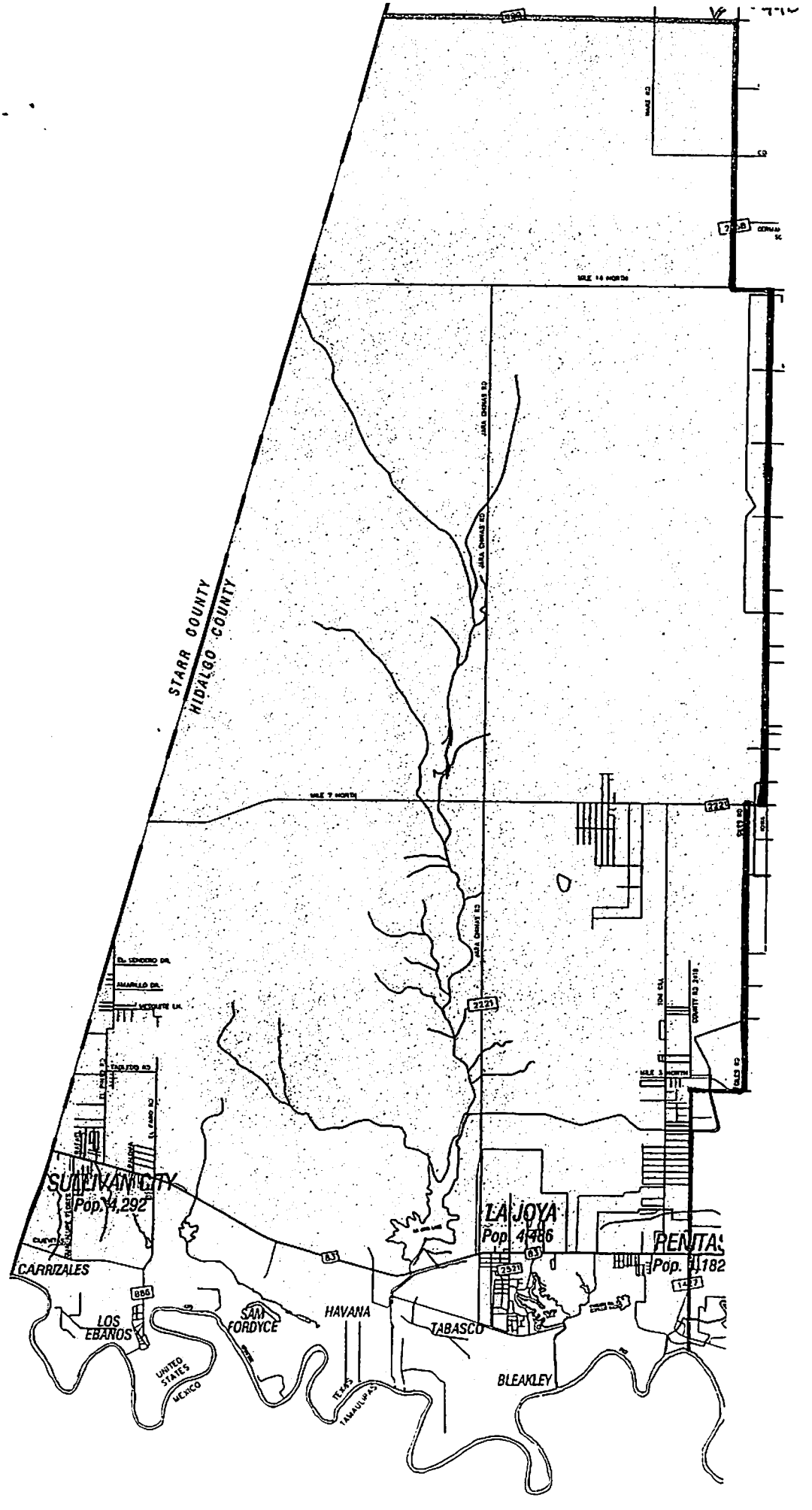
Incident Commander: _____ Report Prepared by: _____

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


STARR COUNTY
HIDALGO COUNTY
SULLIVAN CITY
Pop. 4,292
CARRIZALES
LOS EBAÑOS
SAN FORDYCE
HAVANA
TABASCO
LA JOYA
Pop. 4486
PENITAS
Pop. 1182
BLEAKLEY
UNITED STATES
MEXICO
TEXAS
TAMAULIPAS
2221
2911
1427
886
83

Interlocal Cooperation Agreement between Weslaco and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 2nd day of June, 2010, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Weslaco, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 2nd day of June, 2010.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on June 2, 2010, and shall terminate on December 31, 2010.

1.2 After December 31, 2010, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal's office and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the Entity in rural/ un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 FALSE ALARM – The intentional/unintentional initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any incorporated area(s) within Hidalgo County that exist as an entity limit at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency call for service situation, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention is necessary due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a Entity is requested to assist another entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding Entity requests assistance from another Entity or Department.

2.26 MUTUAL AID – where a primary entity response to an emergency event when the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response, (this includes any element of public works that is called upon to help achieve the objective.) Each Secondary Entity summoned and that responds is eligible to receive the rate of pay as the primary entity. The Fire Chief or designee, for the Primary Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire. (not including piled brush from land clearing/cleaning operations.)

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section 3.2, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, piled/cleared land materials, or other unwanted refuse, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and/ or RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY ENTITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested by the County, or secondary entity under Section 2.25 or 2.26 to respond to assist the primary city in any type of emergency response to an area where the emergency occurred. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving rubbish fires, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual Emergency services were rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the herein described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the extenuating circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind. (Piled/ Demolished building materials are classified in Rubbish Fires Section 2.39 and do not constitute a structure fire.)

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires Entity personnel emergency response to and to deal with public and/or manage property extinguishment. Rubbish fires are excluded from this category. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situatio dictate immediate traffic control, or public redirection.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The

Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

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

3.9 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 Entity's Rural Emergency Services, the County will reimburse the 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 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 3, 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 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 Entity performing such services under this Agreement. 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 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 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 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 Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 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.

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 Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

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

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

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

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, 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 entity)

.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 ENTITY** (in place of primary entity.)

.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 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 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. Entity is 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 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 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, 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, 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 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 Entity: City of Weslaco
Mr. Leonardo Olivares, City Manager
255 S. Kansas Avenue

Weslaco, , Texas 78596

If to County: County of Hidalgo
Rene A. Ramirez, 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 WESLACO

By: Buddy de la Rosa, R. Ph.
Mayor

6-2-18
Date

ATTEST:

City Secretary, Amanda C. Elizondo

APPROVED AS TO FORM:

City Attorney, Ramon Vela

COUNTY OF HIDALGO

Rene A. Ramirez, County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By:
Stephen L. Crain

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:_____ SITIUATION 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 COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

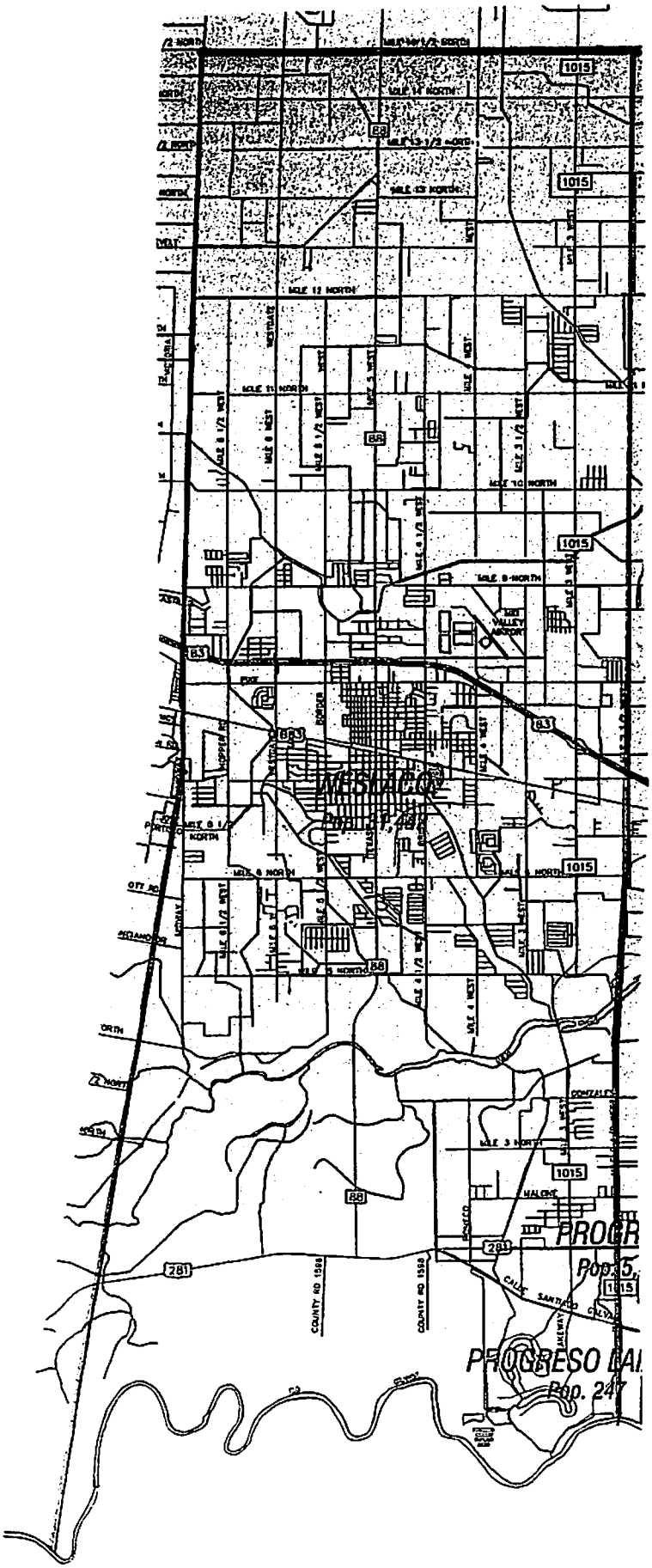
Incident Commander: _____ Report Prepared by: _____

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


WESLACO
Pop. 1,281
PROGR
Pop. 5,
PROGRESO LA
Pop. 247
1015
88
83
281
COUNTY RD 1598
COUNTY RD 1598

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-422-20-300-002-0-841	EMERG SRVS-ALAMO FD-AID TO GOVT AGENCY	96,000.00	.00	31,000.00	31,000.00	65,000.00	32.29
0-1100-422-20-300-014-0-841	EMERG SRVS-MISSION FD-AID TO GOVT AGENCY	77,000.00	.00	25,675.00	25,675.00	51,325.00	33.34
0-1100-422-20-300-019-0-841	EMERG SRVS-WESLACO FD-AID TO GOVT AGENCY	104,500.00	.00	46,750.00	46,750.00	57,750.00	44.74
0-1100-422-20-300-026-0-841	EMERG SRVS-SULLIVAN FD-AID TO GOVT AGENC	70,000.00	.00	22,075.00	22,075.00	47,925.00	31.54
1100 GENERAL FUND		**347,500.00**	**.00**	**125,500.00**	**125,500.00**	**222,000.00**	**36.12**
0 YEAR 0		**347,500.00**	**.00**	**125,500.00**	**125,500.00**	**222,000.00**	**36.12**

AI-21821 **18.A.**

DELETE SERVICE

CC REGULAR

Date: 06/29/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Elections Department:
1. Authorization to delete cellular service for the County's Elections' Dept. through the County's membership/participation with DIR-SDD-597 with vendor AT&T for the following:

Quantity:	Description:	Department:	Employee:	Cell Phone Number:
1	Govt.Pooling500 Plan	Elections	Office Use	956-607-2941
1	Govt.Pooling500 Plan	Elections	Office Use	956-607-1643
1	Govt.Pooling500 Plan	Elections	Office Use	956-607-1891
1	Govt.Pooling500 Plan	Elections	Office Use	956-607-3804
Quantity:	Description:	Department:	Employee:	Cell Phone Number:
1	Govt.Pooling500 Plan	Elections	Office Use	956-330-4132
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-5769
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-7413
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-8403
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-8513
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-9082
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-9478
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-9574
1	Govt.Pooling500 Plan	Elections	Office Use	956-369-9597
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-1437
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7072
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7289
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7493
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7509
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7553
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7588
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7684
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7723
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7765
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7766

1	Govt.Pooling500 Plan	Elections	Office Use	956-605-7940
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-8587
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-8692
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-8797
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-9288
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-9298
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-9320
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-9554
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-9657
1	Govt.Pooling500 Plan	Elections	Office Use	956-605-9772

2. Approval of the attached Wireless Device Request Forms under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact. Cellular Service is being deleted.

Attachments

Link: 4 Request Forms

Link: 30 Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 03:03 PM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 03:12 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Griselda Salazar — Started On: 06/23/2010 02:25 PM

Final Approval Date: 06/25/2010

4 cell phones AT&T

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 607-2941

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 145.04 /mo (x) 12 months = $1,740.48 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $1,740.48 **Requisition Number:** 169211

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

[signature] Yvonne Ramirez 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 607-1643

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 145.04 /mo (x) 12 months = $1,740.48 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $1,740.48 **Requisition Number:** 169211

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

Yvonne Ramon Yvonne Ramon 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 607-1891

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 145.04 /mo (x) 12 months = $1,740.48 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -**619/664**

Requisition Total: $1,740.48 **Requisition Number:** 169211

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 607-3804

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Joaquin Garcia Employee ID# 158321 Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 145.04 /mo (x) 12 months = $1,740.48 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -**619/664**

Requisition Total: $1,740.48 **Requisition Number:** 169211

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

Cellphones AT&T 30

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956)330-4132

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: _____

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Signature	Print Name	Date
	Yvonne Ramirez	06/14/10

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	6/21/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956)369-5769

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 369-7413

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramirez

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087.40 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Signature	Print Name	Date
Yvonne Ramirez	Yvonne Ramirez	06/14/10

(4) Executive Office Authorization:

Signature	Print Name	Date
[signature]	Valde Guerra	6/21/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 369-8403

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramón | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 369-8513

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 369-9082

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 369-9478

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramirez 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 369-9574

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087.40 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon Yvonne Ramon 06/14/10

Signature Print Name Date

(4) Executive Office Authorization:

_____ Valde Guerra 6/21/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 369-9597

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956)605-1437

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7072

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7289

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7493

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: _____

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Signature	Print Name	Date
	Yvonne Ramón	06/14/10

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	6/21/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7509

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7553

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7588

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10

Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7684

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ **-619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Vivian Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7723

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7765

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: _____

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Signature	Print Name	Date
	Yvonne Ramón	06/14/10

(4) Executive Office Authorization:

Signature	Print Name	Date
	Valde Guerra	6/21/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7766

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-7940

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Vivonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Vivonne Ramon | Vivonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-8587

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramirez

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramirez | Yvonne Ramirez | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-8692

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramon

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramon | Yvonne Ramon | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-8797

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramirez 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-9288

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-9298

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramirez

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramirez Yvonne Ramirez 06/14/10

Signature Print Name Date

(4) Executive Office Authorization:

_____ Valde Guerra 6/21/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-9320

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramirez

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramirez — Signature / Yvonne Ramirez — Print Name / 06/14/10 — Date

(4) Executive Office Authorization:

_____ — Signature / Valde Guerra — Print Name / 6/21/10 — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-9554

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramirez

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramirez | Yvonne Ramirez | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

[signature] | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-9657

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramirez

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

Yvonne Ramirez | Yvonne Ramirez | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☑ Delete Service (956) 605-9772

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: [signature]

DEPARTMENT: Elections DEPT #: 130

Quantity: 1

Service: $ 1,087 /mo (x) 7 months = $7,614.60 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -**619/664**

Requisition Total: $7,614.60 **Requisition Number:** 169303

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

[signature] Yvonne Ramón 06/14/10
Signature Print Name Date

(4) Executive Office Authorization:

[signature] Valde Guerra 6/21/10
Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

AI-21823 **18.B.**

Wireless Request Form W.1.3

CC REGULAR

Date:	06/29/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Elections Department:
1. Authorization to purchase REQUISITION #S 177213 and 176640 through the County's membership/participation with CONTRACT: DIR-SDD-604 with vendor VERIZON WIRELESS for the following service:

Quantity:	Description:	Department:	One Time Equipment Cost:	Monthly Service Charge:
4	Pooled Plan w/ Shared Minutes	Elections Dept.	$0	$34.99 X 4 lines X 7 months = $979.72

Quantity:	Description:	Department:	One Time Equipment Cost:	Monthly Service Charge:
85	Pooled Plan w/ Shared Minutes	Elections Dept.	$0	$1,489.26 (85 lines) X 2 months (Oct. & Nov. 2010)= $2,978.52

2. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

BACKGROUND

(85) phones for Fall Elections; (4) phones for office use.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Req#176640 is available for $2,978.52 for Verizon (85) phones.
Req#177213 is available for $ 979.72 for Verizon (4) phones. *please note: upon approval of AI-21821 to delete service for (4) phones with AT&T, PO#635460 will be closed out making available $1,134.68 to fund Req#177213
as of 06/25/10.

Attachments

Link: Verizon Quote (85)
Link: 4 Request Forms
Link: Requisition #177213
Link: 42 Request Forms

Link: 43 Request Forms

Link: Requisition #176640

Link: Verizon Quote (4)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2010 08:03 AM	APRV
2	Roland Garcia	Rolando Garcia	06/25/2010 03:12 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Griselda Salazar

Started On: 06/23/2010 03:21 PM

Final Approval Date: 06/25/2010

verizon wireless

Summary of Quote for Voice Services

For

Hidalgo County - Elections

May 25, 2010

Donnie Avina
Government Accounts Manager
South Texas Markets

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS

Offer 1 (State of TX price plans)

verizon wireless

Cost Summary

- **85 Total Lines of Service**
  - ✓ 1 – 15,000 Minute Shared Plan (includes 2 lines) @ $660.09
  - ✓ 83 – Additional Lines @ $9.99 = $829.17
  - ✓ 85 Total Lines = $1489.26 per month and $17871.12 per year
- **Shared Minute Pooled Plan**
  - ✓ Single account, single bill
  - ✓ 10 Numbers can be specified on the account and not take away from PEAK minutes
  - ✓ FREE activation
- **$1489.26 per month (ALL LINES)**
  - ✓ Discount built-in to State of TX plans
  - ✓ $17.52 average cost per line per month
- **Equipment costs: $0**
  - ✓ 85 Samsung Convoy - Free

FREE value-added services

- ✓**Local field account management**
- ✓**Best, most-reliable network**
- ✓**Quarterly account/rate plan reviews**
- ✓**My Business Account online account management**
- ✓**Change rate plans at any time**
- ✓**On-site device support and training**
- ✓**Worry Free Guarantee**
- ✓**30-day satisfaction guarantee**
- ✓**Keep your existing numbers**
- ✓**Migration from your current wireless provider to VZW at your location(s)**
- ✓**25% discount for Texas government employees**

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS 2006

Offer Details

verizon wireless

Equipment

Equipment Model: Samsung Convoy

Rate Plan: Pooled Plan w/ Shared Minutes



Contract Details

- ✓One Year State of Texas - DIR Agreement
- ✓No Early Termination Fees
- ✓No Suspension Fees
- ✓Back-up Assistant
- ✓Change rate plans at any time
- ✓On-site device support and training
- ✓Worry Free Guarantee
- ✓30-day satisfaction guarantee
- ✓Unauthorized usage prevention
  - ✓ Call restrictions (on some models)
  - ✓ Block text/picture messaging, downloads, etc.
- ✓Keep your existing numbers
- ✓e-Cycle trade-in program
- ✓Migration from your current wireless provider to VZW at your location(s)
- ✓25% discount for Texas government employees

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS ©2006

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramirez

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 139.96 /mo (x) 7 months = $979.72 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $979.72 **Requisition Number:** 177213

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

Yvonne Ramirez | Yvonne Ramirez | 06/14/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ VERIZON 15,000 Min Shared Plan
☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☐ ~~**SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**~~

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 139.96 /mo (x) 7 months = $979.72 Account: 0-1100-414-00-130-001-0-**532**

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Yvonne Ramon Yvonne Ramon 06/14/10

Signature Print Name Date

(4) Executive Office Authorization:

_____ Valde Guerra 6/21/10

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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Revised: 1/21/2009

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☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# _____ Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

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Signature | Print Name | Date

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Signature | Print Name | Date

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Revised: 1/21/2009

4 Cellphones Verizon

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☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID#_____ Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $ 139.96 /mo (x) 7 months = $979.72 Account: 0-1100-414-00-130-001-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $979.72 **Requisition Number:** 177213

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

Yvonne Ramon — Yvonne Ramon — 06/14/10

Signature — Print Name — Date

(4) Executive Office Authorization:

_____ — Valde Guerra — 6/21/10

Signature — Print Name — Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☒ 1-15.000 Min. Shared Plan Verizon
☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
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Revised: 1/21/2009

Requisition

Req # 00177213

PO #

Date: 06/14/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **TERRY TRUJILLO**
956-318-2570

Contract No:

Special Instructions:
REQ # 121

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604 DO NOT DUPLICATE ORDER		
7.00	MONTH	NEW PHONE SERVICE WITH VERIZON WIRELESS (4 PHONE LINES FOR OFFICE USE)	139.96	979.72
		Account No	Encumbrance	
			Freight	.00
			Total	979.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

85 Cellphones Verizon

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: ~~1~~ 85

Service: $17.52/mo (x) 2 months = 35.04 Account: 0-1100-414-00-130-001-0-532

Service: $_____/mo (x) ____ months = _____ Account:_____-619/664

Requisition Total: 2,978.52 **Requisition Number:** 176640

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

Yvonne Ramon | Yvonne Ramon | 06/03/10
Signature | Print Name | Date

(4) Executive Office Authorization:

_____ | Valde Guerra | 6/21/10
Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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Yvonne Ramon	Yvonne Ramon	06/03/10

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Yvonne Ramon | Yvonne Ramon | 06/03/10
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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $17.52/mo (x) 2 months = 35.04 Account: 0-1100-414-00-130-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: 2,978.52 **Requisition Number:** 176640

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

Signature	Print Name	Date
Yvonne Ramon	Yvonne Ramon	06/03/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

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Quantity: 1

Service: $17.52/mo (x) 2 months = 35.04 Account: 0-1100-414-00-130-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: 2,978.52 **Requisition Number:** 176640

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

Yvonne Ramon 06/03/10

Signature | Print Name | Date

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

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Signature | Yvonne Ramon (Print Name) | 06/03/10 (Date)

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

Quantity: 1

Service: $17.52/mo (x) 2 months = 35.04 Account: 0-1100-414-00-130-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: 2,978.52 **Requisition Number:** 176640

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

Yvonne Ramon | Yvonne Ramon | 06/03/10
Signature | Print Name | Date

(4) Executive Office Authorization:

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(5) IT DEPARTMENT ONLY:

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Service: $17.52/mo (x) 2 months = 35.04 Account: 0-1100-414-00-130-001-0-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: 2,978.52 **Requisition Number:** 176640

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

Yvonne Ramon

Signature	Print Name	Date
	Yvonne Ramon	06/03/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☑ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Yvonne Ramon Employee ID# 166626 Signature: Yvonne Ramon

DEPARTMENT: Elections Department DEPT #: 130

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Commissioner's Court Action: **Commissioner's Court Date:** _____

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

Requisition

Req # 00176640

PO #

Date: 06/03/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **TERRY TRUJILLO**
956-318-2570

Contract No:

Special Instructions:
REQ # 118

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604		
		DO NOT DUPLICATE ORDER		
2.00	MONTH	NEW PHONE SERVICE WITH VERIZON FOR 85 NEW LINES @ 1,489.26 PER MONTH	1,489.26	2,978.52
		Account No	Encumbrance	
		0-1100-414-00-130-001-0-532	2,978.52	
			Freight	.00
			Total	2,978.52
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Summary of Quote for Voice Services

For

Hidalgo County - Elections

June 9, 2010

Donnie Avina
Government Accounts Manager
South Texas Markets

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS

Offer 1 (State of TX price plans)

Cost Summary

- **4 Total Lines of Service**
  - ✓ 4– State of Texas Shared 500 @ $34.99
  - ✓ Total Monthly Recurring Cost - $139.96
- **2,000 Shared Minute Pooled Plan**
  - ✓ Single account, single bill
  - ✓ 10 Numbers can be specified on the account and not take away from PEAK minutes
  - ✓ FREE activation
- **$139.96 per month (ALL LINES)**
  - ✓ Discount built-in to State of TX plans
  - ✓ $34.99 average cost per line per month
- **Equipment costs: $0**
  - ✓ 4 Motorola Barrage - Free

FREE value-added services

✓Local field account management

✓Best, most-reliable network

✓Quarterly account/rate plan reviews

✓My Business Account online account management

✓Change rate plans at any time

✓On-site device support and training

✓Worry Free Guarantee

✓30-day satisfaction guarantee

✓Keep your existing numbers

✓Migration from your current wireless provider to VZW at your location(s)

✓25% discount for Texas government employees

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS

Offer Details

Equipment

Equipment Model: Motorola Barrage

Rate Plan: Pooled Plan w/ Shared Minutes



Contract Details

- ✓**One Year State of Texas - DIR Agreement**
- ✓**No Early Termination Fees**
- ✓**No Suspension Fees**
- ✓**Back-up Assistant**
- ✓**Change rate plans at any time**
- ✓**On-site device support and training**
- ✓**Worry Free Guarantee**
- ✓**30-day satisfaction guarantee**
- ✓**Unauthorized usage prevention**
  - ✓ Call restrictions (on some models)
  - ✓ Block text/picture messaging, downloads, etc.
- ✓**Keep your existing numbers**
- ✓**e-Cycle trade-in program**
- ✓**Migration from your current wireless provider to VZW at your location(s)**
- ✓**25% discount for Texas government employees**

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS

AI-21820 **18.C.**

Request Payment for invoice/claim for Riteway Digital Copiers

CC REGULAR

Date:	06/29/2010
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Approval to pay invoice/claim for the following:

Vendor	Inv Date	Inv No.	Amount
Riteway Digital Copiers	12/3/2009	101	$200.00

with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-432

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

BUDGETARY IMPACT:

Funds available as of 6/24/10 $1,165.02.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/24/2010 02:54 PM	APRV
2	Erika Zamora	Erika Zamora	06/24/2010 04:37 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Edna Kirby — Started On: 06/23/2010 02:14 PM

Final Approval Date: 06/25/2010

Edna Kirby

From: Saved by Windows Internet Explorer 7
Sent: Thursday, December 10, 2009 9:58 AM
Subject: Invoice

Invoice

RiteWay Digital Copiers
230 Camilla Cir
Bellville, TX 77418
830.965.2618
www.ritewaydigital.com

DATE	INVOICE #
12/3/2009	101

BILL TO	SHIP TO
Hidalgo County Technology Dept. 100 E. Cano St. 4th Floor Edinburg, TX 78539	Same

Due on Receipt	P.O. NUMBER
12/3/2010	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Labor		1.0	200.00	200.00

Thank you for your business!	Subtotal	200.00
	8.25% Tax	0.00
	Total	**200.00**

AI-21733 **19.A.**

Inventory surplus equipment

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Nellie Flores
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to clear inventory list and declare and dispose of surplus equipment.

BACKGROUND

The Urban County Program requests approval to remove surplus equipment listed on Exhibit "A" from our inventory list that was previously donated and transferred to different cities and sub-recipients in the past. The transfer of assets were approved by previous UCP Directors. The assets listed on Exhibit "B" are assets that are inoperable or need to be cleared from the inventory list. Inoperable items will be discarded.

Fiscal Impact

Attachments

Link: surplus list

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 03:11 PM	APRV
2	Perla Lopez	Perla Lopez	06/22/2010 02:17 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Estella Webber			Started On: 06/18/2010 02:38 PM	
Final Approval Date: 06/25/2010				

URBAN COUNTY PROGRAM
LIST OF PREVIOSULY TRANSFEREED EQUIPMENT
EXHIBIT "A"

UCP ASSET #	HC ASSET #	ASSET DESCRIPTION	ASSET TRANSFERRED TO	Date Of X-fer
101	29974	Turbo XT 8088 Computer	City of Progreso	
103		HP Deskjet Printer	City of Progreso	
128		640K Ram Computer	Hidalgo Municipal Library	1/4/2000
129		Keyboard	Hidalgo Municipal Library	1/4/2000
174		Samsug Color Monitor	Hidalgo Municipal Library	1/4/2000
175	29019	486 DX Dual Drives	Hidalgo Municipal Library	1/4/2000
176		Keyboard	Hidalgo Municipal Library	1/4/2000
179		14" HRVGA Monitor	Hidalgo Municipal Library	1/4/2000
195		SVGA Socos Monitor	Hidalgo Municipal Library	1/4/2000
196		Keyboard	Hidalgo Municipal Library	1/4/2000
197	29040	486/33mhz Computer	Hidalgo Municipal Library	1/4/2000
757		Camera	Hidalgo Extension Service	
782	29738	MT-45 Beverage glide Door	Hidalgo Extension Service	
774	29813	486 DX Computer	Hidalgo Extension Service	
824		Sharp 20" ST T.V.	Outreach International	
825		4HD VCR	Outreach International	
846	29958	Computer 486/25MHZ	Hidalgo Municipal Library	1/4/2000
1011		Pentium 100MHZ Proceccor	Hidalgo Municipal Library	1/4/2000
1216		Pentium 100MHZ Proceccor	Hidalgo Municipal Library	1/4/2000
1509		Pager	Community Service Agency	3/1/2000
1754		HP Injet Printer	City of La Villa	12/27/2001
2342		HP 800 Series Printer	Boys & Girls Club Of Edinburg	12/19/2001

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT
EXHIBIT "B"

UCP ASSET #	HC ASSET #	ASSET DESCRIPTION	CONDITION	ACQUISITION DATE
112		Canon Calculator	Inoperable	11/09/1988
110		Canon Calculator	Inoperable	11/09/1988
*146	29968	NCR Computer unit 30Meg		2/11/1991
1066		APC Backup	Inoperable	1/24/1997
2958		8 Button Non Display Telephone	Inoperable	5/04/2001
3973		Sharp Microware	Inoperable	1/20/2004

*This asset was issued for UCP old finance computer system. This system was approved for disposal back in 6/22/1998 and asset number was not included in the agenda.

AI-21824 **19.B.**

Material Testing Service contract - Pct. #1 project

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for material testing services;

2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioner's Court of at least three (3) material testing service firms from the County's approved "pool" as graded and evaluated by Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 21 (2008) Precinct No. 1 Parks, Recreational Facility Improvements.

FIRM	GRADE	RANK
L & G Engineering Laboratory, LLC	97.34	
Millennium Engineers Group	96.67	
Raba-Kistner Consultants, Inc.	96.00	

3. Authority to negotiate a Material Testing Service contract with the No. 1 ranked firm of _____ for the provision of material testing services for a Hidalgo County Precinct No. 1 Parks, Recreational Facility Improvements Project.

BACKGROUND

The three material testing service firms rated from the County's "pool" are L & G Engineering Laboratory, Millennium Engineering Group, and Raba-Kistner Consultants, Inc. for the Parks, Recreational Facility Improvements in Hidalgo County Precinct No. 1 Area. Attached see grading grid for your review.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Link: grading grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/23/2010 04:14 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 03:44 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 06/23/2010 03:37 PM

Final Approval Date: 06/25/2010

Hidalgo County - Urban County Program
Precinct No. 1-
Material Testing Services
Sunrise/Sunset Park
Grading Grid

CRITERIA	L & G Engineering Laboratory, LLC			Millennium Engineers Group			Raba-Kistner Consultants, Inc.		
	Grader PCT#1	Grader UCP	Grader P. Dept.	Grader PCT#1	Grader UCP	Grader P. Dept.	Grader PCT#1	Grader UCP	Grader P. Dept.
Selection Criteria	20	20	20	19	20	20	19	20	20
Experience of Project Team	25	24	25	24	23	21	23	23	25
Experience/Availability of Project Manager	19	19	20	19	19	20	19	18	17
Understanding Projects	25	25	20	25	25	25	24	25	25
Familiarity w/Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	99	98	95	97	97	96	95	96	97
AVERAGES		97.34%			96.67%			96.00%	

AI-21798 **19.C.**

Construction contract - Parks facility improvements (Pct. #1)

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the Hidalgo County Precinct No. 1 is requesting consideration and action to award and enter into a Construction Contract with All Pro Contractor's Inc. (lowest bidder meeting all specifications and/or requirements) for the Parks, Recreational Facility Improvements Project located in Sunrise/Sunset Park, in Mercedes Texas, in the amount of $328,000.00 utilizing Year 21 & 22 (2008, 2009) Parks, Recreational Facility Improvement funds.

BACKGROUND

Hidalgo County Precinct No. 1 has requested and received bids for the parks, recreational facility improvements project. Alcocer Garcia Associates, Inc. prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on May 26, 2010. After review the project architect recommended All Pro Contractors, Inc. as the lowest of two (2) qualified bidders. (See attached recommendation letter from Alcocer Garcia Associates, Inc, copy of bid tabulations, and letter from Hidalgo County Precinct No. 1 requesting approval.)

Contractor:	Contract Amount:	Funds Available:
All Pro Contractors, Inc.	$ 328,000.00	$ 15,514.45 Year 21 (2008) Precinct No. 1 Parks, Recreational Facility Improvements
		$ 375,000.00 Year 22 (2009) Precinct No. 1 Parks, Recreational Facility Improvements
	Total Available:	$390,514.45

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) & Year 22 (2009) Parks, Recreational Facility Improvement funds for this project.

Contract Amount: $328,000.00
Available Funds: $390,514.45

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 02:13 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 10:18 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber — Started On: 06/22/2010 01:29 PM

Final Approval Date: 06/25/2010

CONSTRUCTION CONTRACT

This Agreement, entered into this 29th day of June, 2010 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by HIDALGO COUNTY PREINCT NO. 1 (hereinafter called the "OWNER", acting herein through its COUNTY JUDGE, and ALL PRO CONTRACTORS, INC., a corporation) of McAllen, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct No. 1 – Parks, Recreational Facility Improvements**
PROJECT #:	**5008/099-91-0306-5000-9100-UCP-GVG**
ROJECT DESCRIPTION:	"PRECINCT NO. 1- Parks, Recreational Facility Improvements- Sunrise/Sunset Park"

Hereinafter called the project, for the sum of ($328,000.00) –Three Hundred-Twenty-Eight Thousand Dollars, and NO Cents, and all extra work in connection therewith, under the terms as 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 the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Alcocer Garcia Associates, Inc. entitled the project Architect and as enumerated in Paragraph 1 of the Supplemental 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 a 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 as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: All Pro Contractors, Inc.

Address: 1513 Jonquil Avenue
Mc Allen, Texas 78501

Fed. I.D. #/S.S. 74-2850267

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM ACCESS PROGRAM

BID OPENING DATE: May 26, 2010 | **BID OPENING TIME: 9:30 A.M.**

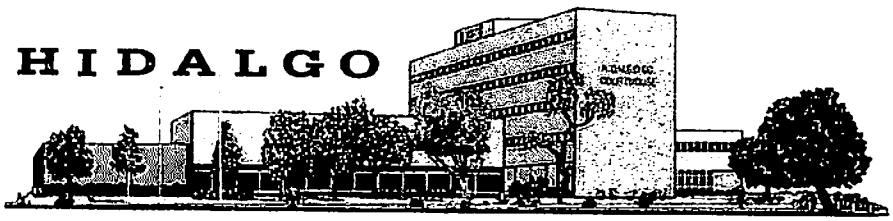
DESCRIPTION OF BID: PRECINCT No. 1 PARKS RECREATIONAL FACILITY IMP. SUNSET/SUNRISE HILL

BID NO: 5008/09-91-0306-5000-9100-UCP-GVG **PROCUREMENT SPECIALIST:**
(ADDENDUM NO.1 REQUIRED)

RFB NO.	Name of Company	Total Price	ADDENDUM NO. 1 INCLUDED	Bid Bond/ Cashier's Check Included
1.	Rio Valley Construction Inc.	$364,768.00	YES	Bid Bond Included
2.	Topcon Inc.	$353,000.00	YES	Bid Bond Included
3.	G.A.S. Enterprises, Inc.	$395,703.00	YES	Bid Bond Included
4.	All Pro Contractors Inc.	$328,000.00	YES	Bid Bond Included
5.	Vela's LLC	$348,600.00	YES	Bid Bond Included
6.				
7.				
8.				
9.				

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

COUNTY of HIDALGO



A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

June 7, 2010

Lupita Garcia
Hidalgo County Urban County

Dear Lupita,

We have reviewed and accepted the recommendation of All Pro Contractors, Inc. by Alcocer & Associates as it pertains to the construction of bathroom and sidewalk facilities at Sunset Park. Please proceed to put the item on the next commissioner's court agenda so that we may commence the project.

Again, thank you for all your help.

Sincerely,

Joseph Palacios
Chief Administrator, Pct. 1

AGA, INC.
ALCÓCER GARCIA ASSOCIATES, INC.
1333 E. JASMINE AVE.. McALLEN, TX 78501 TEL. 956.618-2007 FAX 956.618-2008

June 4, 2010

Arturo Cuellar, County Commissioner
c/o Joseph Palacios
Precinct #1
1902 Joe Stephens Ave.
Weslaco, TX 78596

RE: Improvements to Sunset Park
UCP Project No. 5008/09-91-0306-5000-9100-UCP-GVG

Dear Commissioner Cuellar,

Attached is a copy of the tabulation of bids received for the project. The low bid was submitted by All Pro Contractors, Inc., in the amount of $ 328,000.00. The low bid was submitted according to the bidding requirements.

Lupita Garcia, Urban County Coordinator, Joseph Palacios and Marcos Lopez with Precinct 1 and I interviewed Craig Johnson, General Manager for All Pro Contractors. Mr. Johnson addressed the questions about their recent projects, their supervisory personnel and their ability to about complete a project on time.

Based on All Pro Contractors' experience on both small and large projects, we believe that the company is capable of meeting the project requirements, therefore, we recommend that the Construction Contract be awarded to All Pro Contractors, Inc. in the amount of their bid of $ 328,000.00.

Please call me if we can provide any further information.

Sincerely,

George A. Garcia
Project Architect

encl

cc: Lupita Garcia, UCP Coordinator

AI-21797 **19.D.**

Subrecipient Agreement - American Red Cross

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ninfa Ozuna
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 23 (2010) under the Emergency Shelter Grant Program for Operations for the period of July 1, 2010 to December 31, 2011 (18 months).

BACKGROUND

The American Red Cross will provide vouchers to victims of a natural disaster or fire. Agreement is in the amount of $50,000.00. Services include:

Homeless Assistance under Operations:	Subrecipient:
Vouchers for food and clothing	The American Red Cross
Vouchers for hotel/motel Homeless assistance under operations	$50,000.00 Housing assistance under operations
Total Agreement Amt.:	$ 50,000.00
Funds Available:	$ 50,000.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $50,000.00

Attachments

Link: American Red Cross Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:00 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 11:28 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 06/22/2010 01:01 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2010-YR 23
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **29th** day of **June**, **2010** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **The American Red Cross**, 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 **$ 50,000.00** 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).

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 – NOT APPLICABLE-DO NOT HAVE A SHELTER
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**: **American Red Cross**
16281 S. Expressway 83
Harlingen, TX 78551-2202
Fed I.D. # 74-1152595

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**, **2010**. County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT on June 29, 2010**, and shall terminate on the **31st** day of **Dec., 2011**. ***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_____.

_____
Michael Huckabee, Director
Executing Official

Subrecipient Firm Name: **American Red Cross**
Address: **16281 S. Expressway 83**
Harlingen, TX 785551-2202
Fed. I.D. # or Soc. Sec. #: **74-1152595**

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 _____, 2010.

_____
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	**$ 50,000.00**
Disaster Relief Services: Food, Clothing, Shelter	**$**
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 50,000.00**

AMERICAN RED CROSS

EXHIBIT B-2
PAYMENT SCHEDULE

20 10 - 2011 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2010	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Aug. 2010	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Sept. 2010	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Oct. 2010	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Nov. 2010	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Dec. 2010	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Jan. 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Feb. 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
March 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
April 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
May 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
June 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
July 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Aug. 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Sept. 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Oct. 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Nov. 2011	$ 2,777.78	Disaster Relief Services; food, clothing, shelter
Dec. 2011	$ 2,777.74	Disaster Relief Services; food, clothing, shelter
TOTALS:	$ 50,000.00	Disaster Relief Services; food, clothing, shelter

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 10 - 2011 For the Months of...	Number of Beneficiaries	Services
July 2010	26	Disaster Relief Services; food, clothing, shelter
Aug. 2010	26	Disaster Relief Services; food, clothing, shelter
Sept. 2010	26	Disaster Relief Services; food, clothing, shelter
Oct. 2010	26	Disaster Relief Services; food, clothing, shelter
Nov. 2010	26	Disaster Relief Services; food, clothing, shelter
Dec. 2010	26	Disaster Relief Services; food, clothing, shelter
Jan. 2011	26	Disaster Relief Services; food, clothing, shelter
Feb. 2011	26	Disaster Relief Services; food, clothing, shelter
March 2011	26	Disaster Relief Services; food, clothing, shelter
April 2011	26	Disaster Relief Services; food, clothing, shelter
May 2011	26	Disaster Relief Services; food, clothing, shelter
June 2011	26	Disaster Relief Services; food, clothing, shelter
July 2011	26	Disaster Relief Services; food, clothing, shelter
Aug. 2011	26	Disaster Relief Services; food, clothing, shelter
Sept. 2011	26	Disaster Relief Services; food, clothing, shelter
Oct. 2011	26	Disaster Relief Services; food, clothing, shelter
Nov. 2011	26	Disaster Relief Services; food, clothing, shelter
Dec. 2011	23	Disaster Relief Services; food, clothing, shelter
Totals	465	

AI-21791 **19.E.**

Subrecipient Agreement - Women Together

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
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 23 (2010) under the Emergency Shelter Grant Program for Maintenance and Operations and Essential Services for the period of July 1, 2010 to December 31, 2011 (18 months).

BACKGROUND

Mujeres Unidas/Women Together provide homeless shelter to battered and abused women and their children. Agreement is in the amount of $109,979.70 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	Subrecipient:
Utilities (light, phone, water)	Staff salaries (Counselors, Outreach Advocate)	Mujeres Unidas/Women Together
Yard Maintenance/Minor repairs	Transportation	$ 79,758.30 Maintenance & Operations
Supplies (cleaning/office)	Medication	$30,221.40 Essential Services
Food/Clothing		Total Agreement Amt.: $109,979.70
Furniture/Office Equipment		Funds Available $109,979.70

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $109,979.70

Attachments

Link: Women Together Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 03:19 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 03:20 PM	APRV
3	Auditor's Office	Angela Garcia	06/25/2010 09:46 AM	APRV
4	Perla Lopez	Perla Lopez	06/25/2010 11:39 AM	APRV
5	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 06/22/2010 10:30 AM

Final Approval Date: 06/25/2010

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2010 – YR 23
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **29th** day of **June**, **2010** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Mujeres Unidas/Women Together**, 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 **$109,979.70** 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 ESG 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).

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 Mujeres Unidas/Women Together.**

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.

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Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG 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.

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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.

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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.

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**: **Mujeres Unidas/Women Together**
511 N. Cynthia
McAllen, TX 78501
Fed I.D. # 74-2007536

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**, **2010**. County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT on June 29, 2010**, and shall terminate on the **31st** day of **Dec.**, **2011.** ***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_____.

_____
Estela De Anda, Director
Executing Official

Subrecipient Firm Name: **Mujeres Unidas/Women Together**
Address: 511 N. Cynthia
McAllen, TX 78501
FED,I.D.#74-2007536

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

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit A

Statement of Work

Describe the type & amounts of services provided by agency that will result from the use of grant.

The proposed funding of $109,979.70 Emergency Shelter - Staff will provide emergency shelter for victims of domestic violence and sexual assault including children. Essential services are provided by staff including programs for children.

Transitional Supportive Housing – Staff provide longer-term housing (for 18 months) and the caseworker provides case management for victims of domestic violence, sexual assault and child abuse. Life skills, parenting and therapeutic interventions are part of their case management throughout their involvement in the program.

McAllen Satellite Outreach Center – Staff provide outreach to the community, legal advocacy, crisis intervention on the telephone hotline and face-to-face counseling. Provide information and referrals to Medical/MHMR and other social service agencies.

Weslaco Satellite Outreach Center - Staff provide outreach to the community, legal advocacy, crisis intervention on the telephone hotline and face-to-face counseling. Provide information and referrals to Medical/MHMR and other social service agencies.

Women Together Family Justice Center – Staff provide counseling for individuals and groups. Direct rape crisis services, legal advocacy, telephone hotline, crisis intervention, community education, and outreach & support groups for victims are part of the services provided. Provide information and referrals to Medical/MHMR and other social service agencies.

The following services will be performed in this manner:

Agency staff will provide the stated services at the specified locations, face-to-face and on the crisis hotline. Staff will also conduct outreach and educational programs in the community.

The following services will be expanded / added as a result of ESG funds:

Emergency Shelter – We anticipate a 10% increase in clients, funds will allow us to expand safety planning with families and homeless assistance.

Transitional Supportive Housing – Expand and enhance case management services by providing GED, ESL, job training information and Homeless Assistance Program.

McAllen Satellite Outreach Center – 20% increase in legal services and 15% increase in telephone hotline calls and face-to-face counseling. Provide additional services at Weslaco Satellite Outreach Center.

Family Justice Center – Staff will provide a 10% increase in crisis intervention, counseling, legal advocacy and support groups for victims.

Weslaco Satellite Center – 5% increase in legal referrals, 5% increase in telephone hotline calls and face to face counseling.

The following type of beneficiaries will be served:

The target population are victims of domestic violence and / or sexual assault. Ninety-five percent of our clients are low income with 5% being moderate income.

McAllen Shelter projected numbers to be sheltered, women and children 1,152.

Transitional Support Housing–Project housing 62 women and children and 44 in ESL / GED.

Family Justice Center, McAllen Satellite Outreach Center, & Weslaco Satellite Center

Enhance and expand domestic violence and Rape Crisis Services; increase hotline intervention by 10%; direct services – increase clients requesting counseling by 10%; and increase other supportive services by 10%. Project serving 4,142 victims.

The services will be provided at the following addresses and/or location(s):

Emergency shelter address is confidential for safety reasons. It is located in McAllen, Tx.

Transitional Supportive Housing is located at 501 N. Cynthia St in McAllen Texas.

McAllen Satellite Outreach Center is located at 420 N. 21st Street in McAllen, Texas

Women Together Family Justice Center is located at 511 N. Cynthia, McAllen, Texas

Weslaco Outreach Center is located at 111 W. 5th Street, Weslaco, Texas

Initials _____

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	$
Maintenance & Operations	$79,758.30
Essential Services	$ 30,221.40
TOTAL GRANT BUDGET:	**$ 109,979.70**

EXHIBIT B-2
PAYMENT SCHEDULE

Mujeres Unidas/Women Together

20 10 - 2011 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2010	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Aug. 2010	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Sept. 2010	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Oct. 2010	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Nov. 2010	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Dec. 2010	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Jan. 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Feb. 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
March 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
April 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
May 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
June 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
July 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Aug. 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Sept. 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Oct. 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Nov. 2011	$ 6,109.99	maint. & operations, essential services for the 4 centers.
Dec. 2011	$ 6,109.87	maint. & operations, essential services for the 4 centers.
TOTALS:	$ 109,979.70	

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 10 - 2011 For the Months of...	Number of Beneficiaries	Services
July 2010	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2010	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Sept. 2010	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2010	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2010	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2010	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Jan. 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Feb. 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
March 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
April 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
May 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
June 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
July 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Aug. 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Sep. 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Oct. 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Nov. 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Dec. 2011	300	Emergency Shelter; maint. & operations and essential services to 4 centers
Total Unduplicated Year	5,400	

AI-21793 **19.F.**

Subrecipient Agreement - Advocacy Resource Center for Housing
CC REGULAR

Date: 06/29/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Ninfa Ozuna
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 23 (2010) under the Emergency Shelter Grant Program for Essential Services and Homeless Prevention activities for the period of July 1, 2010 to December 31, 2011 (18 months).

BACKGROUND

The Advocacy Resource Center for Housing (ARCH) will provide essential services and homeless prevention activities. Agreement is in the amount of $64,075.40. Services include:

Essential Services:	Homeless Prevention:	Subrecipient:
Staff salaries for implementing homeless prevention services.	Utility assistance with cut-off notices, rental assistance, and mortgage foreclosures.	Advocacy Resource Center for Housing (ARCH)
Essential Services:	$27,000.00	
Homeless Prevention	$37,075.40	
Total Agreement Amt.:	$ 64,075.40	
Funds Available:	$ 64,075.40	

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $64,075.40

Attachments

Link: ARCH Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 03:57 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 10:36 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 06/22/2010 11:11 AM

Final Approval Date: 06/25/2010

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2010-YR 23
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **29th** day of **June**, **2010** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Advocacy Resource Center for Housing (ARCH)**, 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 **$64,075.40** 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).

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 Advocacy Resource Center for Housing.**

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- NOT APPLICABLE-DO NOT HAVE SHELTER
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**: **Advocacy Resource Center for Housing**
2507 Buddy Owens
McAllen, TX 78504

Fed I.D. # 74-2742006

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.

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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**, **2010**. County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT on June 29, 2010**, and shall terminate on the **31st** day of **December 2011**. ***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____.

_____
San Juanita Maldonado, Ex. Director
Executing Official

Subrecipient Firm Name: **Advocacy Resource Center for Housing**
Address: **2507 Buddy Owens**
McAllen, TX 78504

Fed. I.D. # or Soc. Sec. #: **74-2742006**

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 _____, 2010.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Attachment E

SURPLUS FUNDS - ESG PROPOSED BUDGET

Organization: Advocacy Resource Center for Housing

(Indicate the length of time you will need).
Contract Period: July 01, 2010 thru December 31, 2011

Detail of Activities by Category & Method of Calculation	Basis for Cost	Line Item Totals	Category Totals
Total Funds Requested $64,075.40			
		$	
A. ESSENTIAL SERVICES			$27,000.00
Salaries (list position and amount) House Advocate & Counselor $11.00 x 6 hrs + $66.00 x 5dys = $330.00 x 2 = $660.00 x 26 PP = $17,160.00 + (7.65%) $1312.74 = $18,472.74 Total Salaries: Health Benefits: $710.60 x 12mos. = $8,527.20 Total Health Benefits: Total Essential Costs:	 $18,472.74 $8,527.26	 $27,000.00	
C. HOMELESSNESS PREVENTION			$37,075.40
Rent: Rent Utilities: Light, Water, Gas/Propane Other: Foreclosure Prevention Total Program Cost	$10,000.00 $10,000.40 $17,075.00	 $37,075.40	
TOTAL ESG FUND REQUEST		$	$64,075.40

Attachment F

SUPRLUS FUNDS -ESG PROPOSED MATCH

TYPE	DOLLAR VALUE	SOURCE OF MATCH	METHOD OF CALCULATION
Donated Supplies (Clothing, furniture, equipment, etc.)	$ _____		
Cash Donations Or Grants	$64,075.40	TX Dept. of Housing & Urban Development – HPRP Grant	Grant Award $64,075.00
Value of Donated Building	$ _____		
Fair Rental or Lease Value	$ _____		
Salaries	$ _____		
Volunteers (@$5/hour)	$ _____		
CDBG Match form other entities			
Other (such as fundraisers)	$ _____		
MATCH TOTAL	$64,075.40		$64,075.40

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	
Essential Services	**27,000.00**
Homeless Prevention	**$ 37,075.40**
TOTAL GRANT BUDGET:	**$ 64,075.40**

ARCH
EXHIBIT B-2
PAYMENT SCHEDULE YR- 23

20 10 - 2011 For the Months of.	Estimated Amount of Expenditures	Type of Budgeted Expenditures
1. July 2010	$3,559.75	Essential Services & Homeless Prevention
2. Aug. 2010	$3,559.75	Essential Services & Homeless Prevention
3. Sept. 2010	$3,559.75	Essential Services & Homeless Prevention
4. Oct. 2010	$3,559.75	Essential Services & Homeless Prevention
5. Nov. 2010	$3,559.75	Essential Services & Homeless Prevention
6. Dec. 2010	$3,559.75	Essential Services & Homeless Prevention
7. Jan. 2011	$3,559.75	Essential Services & Homeless Prevention
8. Feb. 2011	$3,559.75	Essential Services & Homeless Prevention
9. March 2011	$3,559.75	Essential Services & Homeless Prevention
10. April 2011	$3,559.75	Essential Services & Homeless Prevention
11. May 2011	$3,559.75	Essential Services & Homeless Prevention
12. June 2011	$3,559.75	Essential Services & Homeless Prevention
13. July 2011	$3,559.75	Essential Services & Homeless Prevention
14. Aug. 2011	$3,559.75	Essential Services & Homeless Prevention
15. Sept. 2011	$3,559.75	Essential Services & Homeless Prevention
16. Oct. 2011	$3,559.75	Essential Services & Homeless Prevention
17. Nov. 2011	$3,559.75	Essential Services & Homeless Prevention
18. Dec. 2011	$3,559.65	Essential Services & Homeless Prevention
TOTALS:	**$64,075.40**	

ARCH
Exhibit D - Schedule of Activity
ESG FFY 23-2010

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 10 - 2011 For the Months of...	Number of Beneficiaries	Services
July 2010	9	Essential Services & Homeless Prevention
August 2010	9	Essential Services & Homeless Prevention
Sept. 2010	9	Essential Services & Homeless Prevention
Oct. 2010	9	Essential Services & Homeless Prevention
Nov. 2010	9	Essential Services & Homeless Prevention
Dec. 2010	9	Essential Services & Homeless Prevention
Jan. 2011	9	Essential Services & Homeless Prevention
Feb. 2011	9	Essential Services & Homeless Prevention
March 2011	9	Essential Services & Homeless Prevention
April 2011	9	Essential Services & Homeless Prevention
May 2011	9	Essential Services & Homeless Prevention
June 2011	9	Essential Services & Homeless Prevention
July 2011	9	Essential Services & Homeless Prevention
Aug. 2011	9	Essential Services & Homeless Prevention
Sept. 2011	9	Essential Services & Homeless Prevention
Oct. 2011	9	Essential Services & Homeless Prevention
Nov. 2011	9	Essential Services & Homeless Prevention
Dec. 2011	7	Essential Services & Homeless Prevention
TOTALS	**160**	

AI-21785 **19.G.**

Subrecipient Agreement - Catholic Charities RGV

CC REGULAR

Date: 06/29/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with the Catholic Charities of the RGV and the Urban County Program-ESG/UCP Year 23 (2010) under the Emergency Shelter Grant Program for Essential Services and Homeless Prevention activities for the period of July 1, 2010 to December 31, 2011 (18 months).

BACKGROUND

Catholic Charities of the RGV will provide essential services and homeless prevention activities. Agreement is in the amount of $64,073.00. Services include:

Essential Services:	Staff salaries for implementing homeless prevention services.
Homeless Prevention:	Utility assistance with cut-off notices and rental assistance
Subrecipient:	Catholic Charities of the RGV
Essential Services	$27,000.00
Homeless Prevention	$37,073.00
Total Agreement Amt.:	$ 64,073.00
Funds Available:	$ 64,073.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $64,073.00

Attachments

Link: Catholic charities agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 03:56 PM	APRV

2	Perla Lopez	Perla Lopez	06/24/2010 03:13 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber Started On: 06/22/2010 09:40 AM

Final Approval Date: 06/25/2010

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2010 – YR 23
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **29th** day of **June**, **2010** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Catholic Charities of the RGV**, 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 **$64,073.00** 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 ESG 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).

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 Catholic Charities of the RGV.**

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 – NOT APPLICABLE-DO NOT HAVE SHELTER
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG 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.

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**: **Catholic Charities of the RGV**
700 N. Virgen de San Juan Blvd.
San Juan, TX 78589
Fed I.D. # 68-0599307

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**, **2010**. County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT on June 29, 2010**, and shall terminate on the **31st** day of **Dec.**, **2011.** ***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_____.

_____
Sister Norma Pimentel
Executing Official

Subrecipient Firm Name: **Catholic Charities of the RGV**
700 N. Virgen De San Juan Blvd.
San Juan, TX 78589

FED,I.D.#68-0599307

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

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive 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	
Essential Services	$ 27,000.00
Homeless Prevention	$ 37,073.00
	$
	$
	$
	$
	$
Total Grant Budget:	$ 64,073.00

EXHIBIT B-2
PAYMENT SCHEDULE

2010 - 2011	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2010	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
August 2010	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
September 2010	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
October 2010	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
November 2010	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
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September 2011	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
October 2011	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
November 2011	**$ 1,500.00** **$ 2,059.61**	1.Esssential Funds 2.Homeless Prevention
December 2011	**$ 1,500.00** **$ 2,059.63**	1.Esssential Funds 2.Homeless Prevention
Totals	**$ 64,073.00**	

EXHIBIT D
SCHEDULE OF ACTIVITY

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

2010-2012	Number of Beneficiaries	Services
July 2010	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
August 2010	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
September 2010	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
October 2010	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
November 2010	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
December 2010	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
January 2011	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
February 2011	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
March 2011	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
April 2011	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
May 2011	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance
June 2011	160 essential services hour to services 6-10 clients per month	1.direct client services 2.rent,utilities assistance

ESG PROPOSED BUDGET – 2010 (YR 23)

Organization: Catholic Charities of the Rio Grande Valley

Contract Period: July 01, 2010 thru December 31, 2011

Detail of Activities by Category & Method of Calculation	Basis for Cost	Line Item Totals	Category Totals
Total Funds Requested: $ 64,073.00			
A. ESSENTIAL SERVICES			**$27,000**
Salaries (List Position(s) & Amount)		**$**	**$**
Case Manager – Fulltime Fringe Benefits (FICA, Workers' Comp., Medical)		**$27,000**	**$**
B. MAINTENANCE & OPERATIONS			
Maintenance Repairs _____ Yard Care _____ Pest Control _____ Cleaning Supplies _____		**$**	**$**
Operations: Utilities _____ Telephone _____ Insurance _____ Food _____ Clothing _____ Office Supplies _____ Other _____		**$**	**$**
Equipment (list items(s) and amt.		**$**	

ESG PROPOSED BUDGET – 2010 (YR 23)
Continued

Organization: Catholic Charities of the Rio Grande Valley

Contract Period: July 01, 2010 thru December 31, 2011

Detail of Activities by Category & Method of Calculation	Basis for Cost	Line Item Totals	Category Totals
C. HOMELESSNESS PREVENTION			**$ 37,073**
Rent: $300 x 56 families		**$ 17,073**	
Utilities: $200 x 100 families		**$ 20,000**	
Other: _____			
TOTAL ESG FUNDS REQUESTED			**$64,073**

AI-21782 **19.H.**

Subrecipient Agreement - Consumer Credit Counseling

CC REGULAR

Date: 06/29/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Ninfa Ozuna
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with the Consumer Credit Counseling of South Texas and the Urban County Program-ESG/UCP Year 23 (2010) under the Emergency Shelter Grant Program for Essential Services and Homeless Prevention activities for the period of July 1, 2010 to December 31, 2011 (18 months).

BACKGROUND

Catholic Charities of the RGV will provide essential services and homeless prevention activities. Agreement is in the amount of $64,073.00. Services include:

Essential Services	Homeless Prevention
Staff salaries for implementing homeless prevention services.	Mortgage foreclosures
Subrecipient:	Consumer Credit Counseling of South Texas
Essential Services	$27,000.00
Homeless Prevention	$37,073.00
Total Agreement Amt.:	$ 64,073.00
Funds Available:	$ 64,073.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Urban County funds will be utilized.

Agreement Amount: $64,073.00

Attachments

Link: Consumer Credit Counseling agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 03:55 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 03:08 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber Started On: 06/22/2010 09:23 AM

Final Approval Date: 06/25/2010

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

2010 – YR 23
EMERGENCY SHELTER GRANT PROGRAM
SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **29th** day of **June**, **2010** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and **Consumer Credit Counseling of South Texas**, 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 **$64,073.00** 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 ESG 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).

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 Consumer Credit Counseling of South Texas.**

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 – NOT APPLICABLE-DO NOT HAVE SHELTER
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESG 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.

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**: **Consumer Credit Counseling of So. Texas**
221-B Nolana
McAllen, TX 78504
Fed I.D. # 74-1650699

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**, **2010**. County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT on June 29, 2010**, and shall terminate on the **31st** day of **Dec.**, **2011.** ***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_____.

_____
Janie Alegria
Executing Official

Subrecipient Firm Name: **Consumer Credit Counseling of So. TX**
221-B Nolana
McAllen, TX 78504

FED,I.D.#74-1650699

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

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna
UCP Executive 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	$
Essential Services	$ 27,000.00
Homeless Prevention	$ 37,073.00
TOTAL GRANT BUDGET:	$ 64,073.00

EXHIBIT B-2
PAYMENT SCHEDULE

20 10 - 2011 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
July 2010	$3,559.62	Essential services and homeless prevention
Aug. 2010	$3,559.62	Essential services and homeless prevention
Sept. 2010	$3,559.62	Essential services and homeless prevention
Oct. 2010	$3,559.62	Essential services and homeless prevention
Nov. 2010	$3,559.62	Essential services and homeless prevention
Dec. 2010	$3,559.62	Essential services and homeless prevention
Jan. 2011	$3,559.62	Essential services and homeless prevention
Feb. 2011	$3,559.62	Essential services and homeless prevention
March 2011	$3,559.62	Essential services and homeless prevention
April 2011	$3,559.62	Essential services and homeless prevention
May 2011	$3,559.62	Essential services and homeless prevention
June 2011	$3,559.62	Essential services and homeless prevention
July 2011	$3,559.62	Essential services and homeless prevention
Aug. 2011	$3,559.62	Essential services and homeless prevention
Sept. 2011	$3,559.62	Essential services and homeless prevention
Oct. 2011	$3,559.62	Essential services and homeless prevention
Nov. 2011	$3,559.62	Essential services and homeless prevention
Dec. 2011	$3,559.46	Essential services and homeless prevention
Totals	$ 64,073.00	

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 10 - 2011 For the Months of...	Number of Beneficiaries	Services
July 2010	18	Essential services to clients and homeless prevention activities.
Aug. 2010	18	Essential services to clients and homeless prevention activities.
Sept. 2010	18	Essential services to clients and homeless prevention activities.
Oct. 2010	18	Essential services to clients and homeless prevention activities.
Nov. 2010	18	Essential services to clients and homeless prevention activities.
Dec. 2010	18	Essential services to clients and homeless prevention activities.
Jan. 2011	18	Essential services to clients and homeless prevention activities.
Feb. 2011	18	Essential services to clients and homeless prevention activities.
March 2011	18	Essential services to clients and homeless prevention activities.
April 2011	18	Essential services to clients and homeless prevention activities.
May 2011	18	Essential services to clients and homeless prevention activities.
June 2011	18	Essential services to clients and homeless prevention activities.
July 2011	18	Essential services to clients and homeless prevention activities.
Aug. 2011	18	Essential services to clients and homeless prevention activities.
Sep. 2011	18	Essential services to clients and homeless prevention activities.
Oct. 2011	18	Essential services to clients and homeless prevention activities.
Nov. 2011	18	Essential services to clients and homeless prevention activities.
Dec. 2011	18	Essential services to clients and homeless prevention activities.
Total Unduplicated Year	72	

AI-21777 **19.I.**

City of Mission- Boys & Girls of Mission

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the City of Mission - Boys & Girls Club of Mission (Youth Services) in the amount of $37,000.00 for Urban County Program Year 23 (2010).

BACKGROUND

Funding will be utilized for the reimbursement of salaries for program leader(s) and/or unit director who will provide direct services to the youth. Services will be solely provided at the Jessie Jensen Unit. The agreement shall be effective July 1, 2010 and expire May 30, 2011. (See the attached Exhibits)

Subrecipient:	City of Mission – Boys & Girls Club of Mission	
Individual Agreement amount:	Hidalgo County Precinct #3	37,000.00
Total Funding Amount:		$37,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $37,000.00

Attachments

Link: B&G Mission

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:13 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 02:58 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Hilda Bazan			Started On: 06/21/2010 04:15 PM	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **CITY OF MISSION**, 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 **$ 37,000.00,** 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, 2011) 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.**

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 CITY OF MISSION.

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**:

City of Mission
Boys & Girls Club of Mission, Inc.
209 West 18th Street
Mission, Texas 78572
email: javila@mission.lib.tx.us
Phone: (956) 585-3606
Fax: (956) 585-2436

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 **1st of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: City of Mission
Address: 1201 E. 8th Street
City/State/Zip: Mission, Texas 78572
Federal I.D. # or Soc. Sec. #: 74-6001738
DUNS #:010550424

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.

Boys & Girls Club of Mission works to enable children ages 5-12 of all background to participate in programs focusing on character & leadership development. Health & life skills, education & career development, arts & crafts and drug prevention.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 37,000.00 Awarded By: Precinct #3

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

Salaries for unit director and program staff providing direct services. Purchase of recreational equipment/ supplies to coordinate national programs and allow children to participate in athletic 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.

Promote Boys & Girls Club of Mission membership enrollment at Jessie Jensen Unit to valuable programs. Expand the daily participants and increase program completion rate. These core programs will help at risk children realize their full potential to become successful citizens.

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.)

An additional program would be conducted at the Jessie Jensen Unit - **Youth for Unity** teaching children about diversity.

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

96% at risk Hispanics of which approximately 70% of them come from low income families. They are ages 5-12, males and females. We will be serving approximately 200 disadvantaged children of the Jessie Jensen Unit only.

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

5 ¼ Mile and Glasscock Road – Jensen Elementary

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
Salaries to include, but not limited to fringe benefits (social security, Medicare and workers comp.) of staff providing direct services	$ 27,000.00
Purchase of recreational equipment / supplies	$10,000.00
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 37,000.00**

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.

2010 - 20 11 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$10,750.00	Salaries & fringe benefits / equipment/supplies
October	$2,500.00	Salaries & fringe benefits / equipment/supplies
November	$2,500.00	Salaries & fringe benefits / equipment/supplies
December	$2,500.00	Salaries & fringe benefits / equipment/supplies
January	$2,500.00	Salaries & fringe benefits / equipment/supplies
February	$2,500.00	Salaries & fringe benefits / equipment/supplies
March	$2,500.00	Salaries & fringe benefits / equipment/supplies
April	$2,500.00	Salaries & fringe benefits / equipment/supplies
May	$8,750.00	Salaries & fringe benefits / equipment/supplies
TOTAL:	**$37,000.00**	

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

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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	200	Educational, recreational and social activities for the youth.
October		Educational, recreational and social activities for the youth.
November		Educational, recreational and social activities for the youth.
December		Educational, recreational and social activities for the youth.
January		Educational, recreational and social activities for the youth.
February		Educational, recreational and social activities for the youth.
March		Educational, recreational and social activities for the youth.
April		Educational, recreational and social activities for the youth.
May		Educational, recreational and social activities for the youth.
Total for the Year:	**200**	

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-21776 **19.J.**

Subrecipient Agreement - Girl Scouts of Greater South Texas

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
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 23 (2010).

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, 2010. (See attached exhibits).

Subrecipient:	Individual Agreement amounts:	
Girl Scouts of Greater South Texas	Precinct No. 1	$ 5,000.00
	Precinct No. 4	$ 5,000.00
	Total Funding Amount:	$10,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $10,000.00

Attachments

Link: Girls Scout of G.S. TX

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:12 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 02:52 PM	APRV
3	Auditor's Office	Angela Garcia	06/25/2010 09:46 AM	APRV
4	Perla Lopez	Perla Lopez	06/25/2010 10:29 AM	APRV
5	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 06/21/2010 04:07 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **GIRL SCOUTS OF GREATER SOUTH TEXAS**, 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 **$10,000.00,** 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, 2011) 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 the **GIRL SCOUTS OF GREATER SOUTH TEXAS.**

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**:

Girl Scouts of Greater South Texas
Attn: Lea Peacock, CEO
202 E.Madison – Harlingen, TX
1109 W. Nolana, Ste. 202 – McAllen, TX
email: lpeacock@gsgst.org
Phone: (956) 425-2388
Fax: (956) 425-9206

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Girl Scouts of Greater South Texas
Address: 202 East Madison
City/State/Zip: Harlingen, Texas 78550
Federal I.D. # or Soc. Sec. #: 74-1256499
DUNS #: 164933475

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
Precinct #1

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

Through this funding the Girl Scouts of Greater South Texas will provide programs to underserved girls in the Precinct #1 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 #1

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

To include, but not limited to membership dues, salaries and mileage for staff performing direct services.

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.

Girl Scout staff will meet with the girls monthly at elementary schools in the Precinct 1 area. Girls will work on a variety of activities from 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.

Through our program we estimate serving 300 girls ages 5-17 years of age, that live in low to moderate income areas within Precinct #1.

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

Services will be provided at schools designated to be in low-income areas within the Precinct #1 area.

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**
Membership dues for approx. 250 girls	$ 3,000.00
Salaries and mileage for staff providing direct services	$ 2,000.00
	$
	$
	$
	$
	$
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.

2010 - 2011 **For the Months of...**	**Estimated Amount** **Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 994.00	Membership dues / salaries / mileage
November	$ 994.00	Membership dues / salaries / mileage
December	$ 1,006.00	Membership dues / salaries / mileage
January	$ 1,006.00	Membership dues / salaries / mileage
February	$ 250.00	Membership dues / salaries / mileage
March	$ 250.00	Membership dues / salaries / mileage
April	$ 250.00	Membership dues / salaries / mileage
May	$ 250.00	Membership dues / salaries / mileage
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 No. 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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	0	None
August	0	Begin preliminary contacts with administrators
September	0	Registration forms are sent home to parents/recruiting
October	62	Implementation of program
November	62	Implementation of program
December	63	Implementation of program
January	63	Implementation of program
February	250	Implementation of program
March	250	Implementation of program
April	250	Implementation of program
May	250	Implementation of program
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 #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.

Membership dues, salaries and mileage for staff performing direct services.

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.

Girl Scout staff will meet with the girls monthly at elementary schools in the Precinct 4 area. Girls will work on a variety of activities from 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.

Through our program we estimate serving 300 girls ages 5-17 years of age, that live in low to moderate income areas within Pct. 4.

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

Services will be provided at schools designated to be low-income areas throughout Pct 4

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. 250 girls	$ 3,000.00
Salaries and mileage for staff providing direct services	$ 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.

2010- 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 0.00	No School
August	$ 0.00	Begin Preliminary Contacts with administrators
September	$ 0.00	Registration forms are sent home to parents/ recruiting
October	$ 994.00	Implementation of Programs
November	$ 994.00	Implementation of Program
December	$ 1,006.00	Implementation of Program
January	$ 1,006.00	Implementation of Program
February	$ 250.00	Implementation of Program
March	$ 250.00	Implementation of Program
April	$ 250.00	Implementation of Program
May	$ 250.00	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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	0	None
August	0	None
September	0	None
October	62	Implementation of Program
November	62	Implementation of Program
December	63	Implementation of Program
January	63	Implementation of Program
February	250	Implementation of Program
March	250	Implementation of Program
April	250	Implementation of Program
May	250	Implementation of Program
Total for the Year:	**250 (unduplicated)**	

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-21775 **19.K.**

Community Hope Projects, Inc. dba Hope Family Health Center
CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $23,000.00 for Urban County Program Year 23 (2010).

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. The Agreement shall be effective on July 1, 2010. (See attached exhibits)

Subrecipient:	Community Hope Projects, Inc. dba Hope Family Health Center	
Individual Funding amount:	Hidalgo County Precinct #2	$10,000.00
	Hidalgo County Precinct #3	$ 5,000.00
	Hidalgo County Precinct #4	$ 8,000.00
Total Agreement Amount:		$23,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $23,000.00

Attachments

Link: Community Hope Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:01 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 09:54 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan

Started On: 06/21/2010 03:45 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **COMMUNITY HOPE PROJECTS, INC. DBA HOPE FAMILY HEALTH CENTER**, 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 **$23,000.00,** 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, 2011) 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.**

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 the **COMMUNITY HOPE PROJECTS, INC. DBA HOPE FAMILY HEALTH CENTER.**

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**:

Community Hope Projects, Inc.
dba Hope Family Health Center
c/o Rebecca Ramirez, Executive Director
2332 Jordan Road
McAllen, Texas 78503
Phone #: (956) 994-3319
Fax #: (956) 971-9377

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

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

SUBRECIPIENT Name: Community Hope Projects, Inc.
dba Hope Family Health Center
Address: 2332 Jordan Road
City/State/Zip: McAllen, Texas 78503
Federal I.D. # or Soc. Sec. #:74-2742024
DUNS #: 068573711

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
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 uninsured members of our community. The doctors providing medical care are volunteers – all have their own practice and donate time during the month to serve our patients.

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 and case management expenses. Funds will be used for medical procedures that include, but are not limited to, blood work, x-rays, MRIs, 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.

Services provided as a result of CDBG funds include blood work and additional medical procedures. The medical and case management services will be completed at Hope Family Health Center during working hours (currently T/TH 9-7, W/F 9-5). Blood work and other medical procedures will be completed off site.

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.)

Patients who utilize HFHC's services are low to extremely low income. Many cannot afford the suggested $5 donation and can definitely not afford 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 55 new patients who reside in the Pct 2 Urban County eligible areas will be served. The patients that are seen at HFHC are those living in the LRGV who are uninsured and low income. Children, adults, and the elderly are serviced at HFHC.

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

HFHC 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 surgeries, 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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
August	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
September	$1,100.00	Medical expenditures: lab work, medication, medical procedures, etc.
October	$1,100.00	Medical expenditures: lab work, medication, medical procedures, etc.
November	$1,100.00	Medical expenditures: lab work, medication, medical procedures, etc.
December	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
January	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
February	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
March	$900.00	Medical expenditures: lab work, medication, medical procedures, etc.
April	$900.00	Medical expenditures: lab work, medication, medical procedures, etc.
May	$900.00	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.

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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	5	Medical services
August	5	Medical services
September	5	Medical services
October	5	Medical services
November	5	Medical services
December	5	Medical services
January	5	Medical services
February	5	Medical services
March	5	Medical services
April	5	Medical services
May	5	Medical services
Total for the Year:	**55**	

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.

HFHC provides medical and counseling services to the uninsured members of our community. The doctors providing medical care are volunteers – all have their own practice and donate time during the month to serve our patients.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.

$ 5,000.00 Awarded By: Precinct #3

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

The awarded CDBG funds will be used for our medical and case management expenses. Funds will be used for medical procedures that include, but are not limited to, blood work, x-rays, MRIs, 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.

Services provided as a result of CDBG funds include blood work and additional medical procedures. The medical and case management services will be completed at Hope Family Health Center during working hours (currently T/TH 9-7, W/F 9-5). Blood work and other medical procedures will be completed off site.

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.)

Patients who utilize HFHC's services are low to extremely low income. Many cannot afford the suggested $5 donation and can definitely not afford 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 60 new patients who reside in the Pct 3 Urban County eligible areas will be served. The patients that are seen at HFHC are those living in the LRGV who are uninsured and low income. Children, adults, and the elderly are serviced at HFHC.

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

HFHC is located at 2332 Jordan Rd McAllen, TX 78503

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**
Medical Procedures to include, but not limited to, blood work (lab), x-rays, medication, EKGs, minor surgeries, case management and counseling and other related medical expenses.	$ 5,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 5,000.00**

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.

2010 - 2011 **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	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
October	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
November	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
December	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
January	$300.00	Medical expenditures: lab work, medication, medical procedures, etc.
February	$400.00	Medical expenditures: lab work, medication, medical procedures, etc.
March	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
April	$500.00	Medical expenditures: lab work, medication, medical procedures, etc.
May	$300.00	Medical expenditures: lab work, medication, medical procedures, etc.
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 #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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	5	Medical services
August	5	Medical services
September	10	Medical services
October	5	Medical services
November	5	Medical services
December	5	Medical services
January	5	Medical services
February	5	Medical services
March	5	Medical services
April	5	Medical services
May	5	Medical services
Total for the Year:	**60**	

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.

HFHC provides medical and counseling services to the uninsured members of our community. The doctors providing medical care are volunteers – all have their own practice and donate time during the month to serve our patients.

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.

The awarded CDBG funds will be used for our medical and case management patients. Funds will be used for medical procedures that include, but are not limited to, blood work, x-rays, MRIs, 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.

Services provided as a result of CDBG funds include blood work and additional medical procedures. The medical and case management services will be completed at Hope Family Health Center during working hours (currently T/TH 9-7, W/F 9-5). Blood work and other medical procedures will be completed off site.

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.)

Patients who utilize HFHC's services are low to extremely low income. Many cannot afford the suggested $5 donation and can definitely not afford 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 80 new patients who reside in the Pct 4 Urban County eligible areas will be served. The patients that are seen at HFHC are those living in the LRGV who are uninsured and low income. Children, adults, and the elderly are serviced at HFHC.

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

HFHC is located at 2332 Jordan Rd McAllen, TX 78503

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**
Medical Procedures to include, but not limited to, blood work (lab), x-rays, medication, EKGs, minor surgeries, case management and counseling and other related medical expenses.	$ 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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
August	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
September	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
October	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
November	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
December	$600.00	Medical expenditures: lab work, medication, medical procedures, etc.
January	$600.00	Medical expenditures: lab work, medication, medical procedures, etc.
February	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
March	$700.00	Medical expenditures: lab work, medication, medical procedures, etc.
April	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
May	$800.00	Medical expenditures: lab work, medication, medical procedures, etc.
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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	5	Medical services
August	5	Medical services
September	10	Medical services
October	10	Medical services
November	10	Medical services
December	5	Medical services
January	5	Medical services
February	5	Medical services
March	10	Medical services
April	10	Medical services
May	5	Medical services
Total for the Year:	**80**	

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-21774 **19.L.**

Subrecipient Agreement - LRGVDC Foster Grandparent Program
CC REGULAR

Date: 06/29/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
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 $15,000.00 for Urban County Program Year 23 (2010).

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, 2010. (See attached exhibits)

Subrecipient:	Individual Agreement amounts:	
LRGVDC-Foster Grandparent Program	Hidalgo County Precinct #1	$ 8,000.00
	Hidalgo County Precinct #2	$ 3,500.00
	City of Weslaco	$3,500.00
	Total Agreement Amount:	$15,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $15,000.00

Attachments

Link: LRGVD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 03:55 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 02:33 PM	APRV

3	Auditor's Office	06/25/2010 05:20 PM	NEW
Form Started By: Estella Webber		Started On: 06/21/2010 03:40 PM	
Final Approval Date: 06/25/2010			

0TATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July , 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOSTER GRANDPARENT PROGRAM**, 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 **$ 15,000.00**, 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, 2011) 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.**

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 the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOSTER GRANDPARENT PROGRAM.**

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**:

LRGVDC-Foster Grandparent Program
Attn: Ken Jones, Executive Director
311 North 15th Street
McAllen, Texas 78501
email: knjones@lrgvdc.org
Phone: (956) 682-3481
Fax: (956) 682-8852

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

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

SUBRECIPIENT Name: LRGVDC-Foster Grandparent Program
Address: 311 North 15th Street
City/State/Zip: McAllen, Texas 78501
Federal I.D. # or Soc. Sec. #: 74-1586916
DUNS #: 015037520

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
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 the following: 1. 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 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.
The following services will be performed in the following manner: 1. Foster Grandparents will remain in the community by serving children with exceptional or special needs. 2. They will provide cognitive, social, and physical skills training. They will serve as tutors, mentors and offer guidance. 3. 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.)
The following services will be expanded / added as a result of CDBG fund expenditures: 1. at least 9 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.
The following type of beneficiaries will be served: 1. Low-income individuals aged 62 and over.

Section VII List the location(s) with a physical address where the service(s) will be provided.
The services will be provided at the following address / location(s). The following are current and designated volunteer sites where Foster Grandparents serve:
Elsa Head Start, 700 N.W. Hidalgo, Elsa, Texas 78543
Mercedes I Head Start, 1100 W. Exp 83, Mercedes, TX 78589
Travis Elementary, 1551 S. Georgia Avenue, Mercedes, TX 78589
Mercedes Early Childhood Center, 950 W. 6th Street, Mercedes, TX 78589
La Herencia Head Start, RR 3 Box 3059, Mercedes, TX 78589
Progreso Elementary, P.O. Box 610, Progreso, TX 78579
FD Roosevelt Elementary, 306 N. Bridge Avenue, Weslaco, TX 78596

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 Foster Grandparent Volunteers at $2.65 per hour at 15 to 40 hours per week.	$ 7,300.00
Travel for Foster Grandparent Volunteers	$ 700.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Project #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.

2010 - 2011 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	$1,400.00	Stipends and Travel
December	$1,400.00	Stipends and Travel
January	$1,400.00	Stipends and Travel
February	$1,400.00	Stipends and Travel
March	$1,400.00	Stipends and Travel
April	$1,000.00	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
Project #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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	0	One to one assistance with cognitive, social and language skills and tutoring.
November	9	One to one assistance with cognitive, social and language skills and tutoring.
December	9	One to one assistance with cognitive, social and language skills and tutoring.
January	9	One to one assistance with cognitive, social and language skills and tutoring.
February	9	One to one assistance with cognitive, social and language skills and tutoring.
March	9	One to one assistance with cognitive, social and language skills and tutoring.
April	9	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:	9	

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 Lower Rio Grande Valley Development Council-Foster Grandparent Program will provide the following: 1. 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.

The $3,500.00 awarded by Precinct 2 will be utilized for stipends and travel for the Foster Grandparent Vlunteers.

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 following services will be performed in the following manner: 1. Foster Grandparents will remain in the community by serving children with exceptional or special needs. 2. They will provide cognitive, social, and physical skills training. They will serve as tutors, mentors and offer guidance. 3. 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.)

The following services will be expanded / added as a result of CDBG fund expenditures: 1. At least 2 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.

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

The following type of beneficiaries will be served: 1. Low-income individuals aged 62 and over.

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

The serves will be provided at the following address / location (s): 1. Main office- Foster Grandparent Program, 311 N. 15th Street, McAllen, TX 78501 . The following are current and designated volunteer sites where Foster Grandparents serve: (a) Reed-Mock Elementary, 400 E. Eldora, San Juan, TX 78589 (b) Optional Sites: San Juan Head Start Center II - 601 Earling Rd. San Juan, TX 78589, San Juan Head – 109 N. Cougar, San Juan, TX 78589.

Exhibit B-1
GRANT BUDGET
Project #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 Foster Grandparent Volunteers at $2.65 per hour at 15 to 40 hours per week.	$ 3,400.00
Mileage 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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$0.00	
September	$0.00	
October	$ 0.0	Stipends and Travel
November	$ 915.00	Stipends and Travel
December	$ 915.00	Stipends and Travel
January	$ 915.00	Stipends and Travel
February	$755.00	
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
(Revised 8/2

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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	0	
August	0	
September	0	
October	0	
November	2	One to one assistance with cognitive, social and language skills and tutoring.
December	2	One to one assistance with cognitive, social and language skills and tutoring.
January	3	One to one assistance with cognitive, social and language skills and tutoring.
February	3	One to one assistance with cognitive, social and language skills and tutoring.
March	0	
April	0	
May	0	
Total for the Year:	**3**	

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

Exhibit A
STATEMENT OF WORK
Weslaco

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 the following: 1. 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: City of Weslaco

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

The $3,500.00 awarded by the City of Weslaco 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.

The following services will be performed in the following manner: 1. Foster Grandparents will remain in the community by serving children with exceptional or special needs. 2. They will provide cognitive, social, and physical skills training. They will serve as tutors, mentors and offer guidance. 3. 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.)

The following services will be expanded / added as a result of CDBG fund expenditures: 1. At least 4 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.

The following type of beneficiaries will be served: 1. Low-income individuals aged 62 and over.

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

The serves will be provided at the following address / location (s): 1. Main office- Foster Grandparent Program, 311 N. 15th Street, McAllen, TX 78501 . The designated volunteer sites: (a) Margo Elementary – 1701 S. Bridge Street, Weslaco, TX 78596 (b) Weslaco I Head Start – 310 S. Kansas, Weslaco, TX 78596 (c) Reed-Mock Elementary, 400 E. Eldora, San Juan, TX 78589. Optional sites include (a) Northbridge Elementary – 2001 N. Bridge, Weslaco, TX, Memorial Elementary – 910 W. 18th Street, Weslaco, TX 78596

Exhibit B-1
GRANT BUDGET
Weldco

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 Foster Grandparent Volunteers	$ 3,005.00
Mileage Foster Grandparent Volunteers	$ 495.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 3,500.00**

Initials _____

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$0.00	
September	$0.00	
October	$ 0.00	Stipends and Travel
November	$ 1,125.00	Stipends and Travel
December	$ 1,125.00	Stipends and Travel
January	$ 1,125.00	Stipends and Travel
February	$125.00	
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

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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	0	
November	5	One to one assistance with cognitive, social and language skills and tutoring.
December	5	One to one assistance with cognitive, social and language skills and tutoring.
January	5	One to one assistance with cognitive, social and language skills and tutoring.
February	5	One to one assistance with cognitive, social and language skills and tutoring.
March	0	
April	0	
May	0	
Total for the Year:	**5**	

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-21773 **19.M.**

CASA of Hidalgo County Inc.

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $88,000.00 for Urban County Program Year 23 (2010).

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, 2010. (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	35,000.00
	Hidalgo County Precinct #4	17,500.00
	City of San Juan	7,500.00
Total Funding Amount:		$88,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $88,000.00

Attachments

Link: CASA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 03:55 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 10:01 AM	APRV

3	Auditor's Office	06/25/2010 05:20 PM	NEW
Form Started By: Hilda Bazan		Started On: 06/21/2010 03:36 PM	
Final Approval Date: 06/25/2010			

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **CASA OF HIDALGO COUNTY, INC.,** 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 **$ 88,000.00,** 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, 2011) 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.**

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 **CASA OF HIDALGO COUNTY, INC.**.

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**:

CASA of Hidalgo County Inc.
Attn: Linda Morales, Executive Director
1001 South 10th Avenue
Edinburg, Texas 78539
email: lmorales@casaofhidalgo.com
Phone: (956) 381-0346
Fax: (956) 381-9232

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20__.

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

SUBRECIPIENT Name: CASA of Hidalgo County Inc.
Address: 1001 South 10th Avenue
City/State/Zip: Edinburg, Texas 78539
Federal I.D. # or Soc. Sec. #: 74-2722553
DUNS #: 105721265

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
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), case supervisor(s), and executive director. Funds will also be used for mileage reimbursement for home visits, court visits, 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 83. 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**
Salary & fringe benefits for staff providing a direct service to include, but not limited to a case manager(s), case supervisor(s) and executive director.	$9,118.00
Mileage for staff providing direct services that include 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.

2010 - 2011 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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	20	Advocacy Referral
August	5	Advocacy Referral
September	5	Advocacy Referral
October	5	Advocacy Referral
November	9	Advocacy Referral
December	9	Advocacy Referral
January	6	Advocacy Referral
February	6	Advocacy Referral
March	6	Advocacy Referral
April	6	Advocacy Referral
May	6	Advocacy Referral
Total for the Year:	83	

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 manager(s), case supervisor(s), and executive director, 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 76. 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 manager(s), case supervisor(s), and executive director, 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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$1636.40	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	$1636.36	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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	15	Advocacy, Referral, Therapy
August	6	Advocacy, Referral, Therapy
September	6	Advocacy, Referral, Therapy
October	6	Advocacy, Referral, Therapy
November	8	Advocacy, Referral, Therapy
December	8	Advocacy, Referral, Therapy
January	6	Advocacy, Referral, Therapy
February	6	Advocacy, Referral, Therapy
March	5	Advocacy, Referral, Therapy
April	5	Advocacy, Referral, Therapy
May	5	Advocacy, Referral, Therapy
Total for the Year:	**76**	

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.
$ 35,000.00 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 manager(s), 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 89. 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), case supervisor(s), and child therapist(s), etc.	$35,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 35,000.00**

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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$3,181.82	Staff Salary & fringe benefits
August	$3,181.82	Staff Salary & fringe benefits
September	$3,181.82	Staff Salary & fringe benefits
October	$3,181.82	Staff Salary & fringe benefits
November	$3,181.82	Staff Salary & fringe benefits
December	$3,181.82	Staff Salary & fringe benefits
January	$3,181.82	Staff Salary & fringe benefits
February	$3,181.82	Staff Salary & fringe benefits
March	$3,181.82	Staff Salary & fringe benefits
April	$3,181.82	Staff Salary & fringe benefits
May	$3,181.80	Staff Salary & fringe benefits
TOTAL:	**$ 35,000.00**	

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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	18	Advocacy, Referral, Therapy
August	7	Advocacy, Referral, Therapy
September	8	Advocacy, Referral, Therapy
October	8	Advocacy, Referral, Therapy
November	8	Advocacy, Referral, Therapy
December	8	Advocacy, Referral, Therapy
January	7	Advocacy, Referral, Therapy
February	7	Advocacy, Referral, Therapy
March	6	Advocacy, Referral, Therapy
April	6	Advocacy, Referral, Therapy
May	6	Advocacy, Referral, Therapy
Total for the Year:	**89**	

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 manager(s), case supervisor(s), and executive director, 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 90. 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), case supervisor(s), and executive director, 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.

2010- 2011 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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	20	Advocacy, Referral, Therapy
August	7	Advocacy, Referral, Therapy
September	7	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:	90	

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), case supervisor (s), and executive director.

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 30. 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), case supervisor(s), and executive director	$ 7,500.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 7,500.00**

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.

2010 - 2011 **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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	10	Advocacy, Referral, Therapy
August	2	Advocacy, Referral, Therapy
September	2	Advocacy, Referral, Therapy
October	2	Advocacy, Referral, Therapy
November	2	Advocacy, Referral, Therapy
December	2	Advocacy, Referral, Therapy
January	2	Advocacy, Referral, Therapy
February	2	Advocacy, Referral, Therapy
March	2	Advocacy, Referral, Therapy
April	2	Advocacy, Referral, Therapy
May	2	Advocacy, Referral, Therapy
Total for the Year:	**30**	

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-21772 **19.N.**

Subrecipient Agreement - Boys & Girls Club of Pharr
CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $10,000.00 for Urban County Program Year 23 (2010).

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, 2010. (See the attached Exhibits)

Subrecipient:	Individual Agreement amount:	
Boys & Girls Club of Pharr	Hidalgo County Precinct #2	$10,000.00
	Total Funding Amount:	$10,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $10,000.00

Attachments

Link: B&G Club of Pharr

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:50 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 02:01 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber Started On: 06/21/2010 03:33 PM

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **BOYS & GIRLS CLUB OF PHARR INC.** 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 **$10,000.00,** 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, 2011) 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.**

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 **BOYS & GIRLS CLUB OF PHARR, INC.**.

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**:

Boys & Girls Club of Pharr, Inc.
Attn: Alfredo Mata, Jr., Chief Professional Officer
413 East Clark
Pharr, Texas 78577
Email: fmata@pharrkids.org
Phone: (956) 781-5437
Fax: (956) 781-0837

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

_____ _____

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

SUBRECIPIENT Name: Boys & Girls Club of Pharr, Inc.
Address: 413 East Clark
City/State/Zip: Pharr, Texas 78577
Federal I.D. # or Soc. Sec. #: 75-2258513
DUNS #: 940154677

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
Precinct #2

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

The Boys & Girls Club of Pharr – Lopezville Unit will provide services 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 Educational Programs including homework help and tutoring. We will provide an educational goals program for High School graduation.

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 & fringe benefits for staff (Unit Director) that will provide direct services.

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 Lopezville Unit Director will provide direct services Monday-Friday 8:00 am – 4:30 pm at the North San Juan Elementary. As a result of CDBG funds, programs provided include: drug, gang, violence prevention, educational goals, the arts, educational and technology. The Unit Director will offer services to six classes each day of the week ranging from Kinder – 5th grade.

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 allow for the Lopezville Unit to provide the prevention programs, art programs, computer programs and educational goals programs to 200 clients. These are new programs due to the content that is provided for the different grades.

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 Lopezville and attend North San Juan Elementary. We estimate serving 200 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
Project #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	$10,000.00
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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 500.00	Salaries/Fringe Benefits
September	$ 1,055.56	Salaries/Fringe Benefits
October	$ 1,055.56	Salaries/Fringe Benefits
November	$ 1,055.56	Salaries/Fringe Benefits
December	$ 1,055.56	Salaries/Fringe Benefits
January	$ 1,055.56	Salaries/Fringe Benefits
February	$ 1,055.56	Salaries/Fringe Benefits
March	$ 1,055.56	Salaries/Fringe Benefits
April	$ 1,055.56	Salaries/Fringe Benefits
May	$ 1,055.52	Salaries/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 #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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	0	
August	0	
September	200	Drug, gang prevention program
October	200 (same youth as previous month)	Drug, gang prevention program
November	200 (same youth as previous month)	Educational goals program
December	200 (same youth as previous month)	Educational goals program
January	200 (same youth as previous month)	Technology / homework program
February	200 (same youth as previous month)	Technology / homework program
March	200 (same youth as previous month)	Technology / homework program
April	200 (same youth as previous month)	Arts programs
May	200 (same youth as previous month)	Arts programs
Total for the Year:	**200**	

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-21771 **19.O.**

Food Bank of the Rio Grande Valley

CC REGULAR

Date: 06/29/2010
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Lupita Garcia
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 $50,000.00 for the Urban County Program Year 23 (2010).

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, 2010. (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
	City of La Villa	$15,000.00
Total Funding Amount		$50,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $50,000.00

Attachments

Link: Food Bank

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:49 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 01:56 PM	APRV
3	Auditor's Office	Angela Garcia	06/25/2010 09:46 AM	APRV
4	Perla Lopez	Perla Lopez	06/25/2010 10:25 AM	APRV
5	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan

Started On: 06/21/2010 03:28 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **FOOD BANK OF THE RIO GRANDE VALLEY, INC.** 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 **$ 50,000.00,** 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, 2011) 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.**

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 the **FOOD BANK OF THE RIO GRANDE VALLEY, INC.**

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**:

Food Bank of the Rio Grande Valley, Inc.
Attn: Terri Drefke, Executive Director
P.O. Box 6251
McAllen, Texas 78502
terrid@foodbankrgv.com
Phone: (956) 682-8101
Fax: (956) 682-7921

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20__.

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

SUBRECIPIENT Name: Food Bank of the Rio Grande Valley, Inc.
Address: P.O. Box 6251
City/State/Zip: McAllen, Texas 78502
Federal I.D. # or Soc. Sec. #: 74-2421560
DUNS #: 78-659-4614

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
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 the homeless; all ages and 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.

2010 - 2011 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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	1477	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:	1477	

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 the homeless; all ages and gender who are low income residents within the City 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.

2010 - 2011 **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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	1175	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:	**1175**	

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

Exhibit A
STATEMENT OF WORK
City of La Villa

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.
$ 15,000.00 Awarded By: City of La Villa

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

Continue food distribution to eligible recipients in La Villa.

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 Wednesday of every month 9:00 am – 12:00 pm. Iglesia Rosa De Sarron will be conducting the food distribution.

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.)

Monthly distribution of commodities plus emergency assistance will be made available.

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

Families, adults, seniors, children and the homeless; all ages and gender who are low income residents within the City of La Villa.

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

Boys & Girls Club of La Villa – 320 West 2nd Street, La Villa, Texas 78562

Exhibit B-1
GRANT BUDGET
City of La Villa

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	$ 15,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 15,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of La Villa

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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$1,363.00	Food Distribution
August	$1,363.00	Food Distribution
September	$1,363.00	Food Distribution
October	$1,363.00	Food Distribution
November	$1,363.00	Food Distribution
December	$1,363.00	Food Distribution
January	$1,363.00	Food Distribution
February	$1,363.00	Food Distribution
March	$1,363.00	Food Distribution
April	$1,363.00	Food Distribution
May	$ 1,370.00	Food Distribution
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
City of La Villa

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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	966	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:	**966**	

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-21770 **19.P.**

Nuestra Clinica Del Valle

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $20,000.00 for Urban County Program Year 23 (2010).

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, 2010. (See the attached exhibits).

Subrecipient:	Nuestra Clinica Del Valle	
Individual Agreement Amounts:	Hidalgo County Precinct #1	$10,000.00
	City of Edcouch	$10,000.00
Total Agreement Amount:		$20,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $20,000.00

Attachments

Link: Nuestra Clinica Del Valle

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:48 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 09:48 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Hilda Bazan			Started On: 06/21/2010 03:22 PM	

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **NUESTRA CLINICA DEL VALLE**, 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 **$20,000.00,** 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, 2011) 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 the **NUESTRA CLINICA DEL VALLE.**

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**:

Nuestra Clinica Del Valle, Inc.
Attn: Lucy Ramirez
P.O. Box 1689
Pharr, Texas 78577
email: hchcc@hiline.net
Phone: (956) 787-8915
Fax: (956) 787-2021

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

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

SUBRECIPIENT Name: Nuestra Clinica Del Valle
Address: P.O. Box 1689
City/State/Zip: Pharr, Texas 78577
Federal I.D. # or Soc. Sec. #: 74-1721807
DUNS #:030919518

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
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 medical services. Nuestra Clinica Del Valle (NCDV) will provide medical services to children in the Delta Area and students enrolled in the Edcouch-Elsa ISD. This will include support services of Pharmacy, Radiology, and Laboratory.

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.

The types of expenditures will include primary medical services and support services of pharmacy, radiology, and laboratory.

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 by a physician or nurse practitioner at Nuestra Clinica Del Valle Edcouch Clinic located at 1200 E. Santa Rosa, Edcouch, Texas 78538. Services will be provided, Monday through Friday, 8:00 a.m. to 5:00 p.m.

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.)

Medical care will be provided to uninsured, economically disadvantaged residents who would otherwise have no access to these services.

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

A total of 125 children in the Delta Area and students enrolled in the Edcouch-Elsa ISD will be served.

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. Radiology services for these clients will be performed at the NCDV San Juan Clinic located at: 801 West 1st Street, San Juan, Texas 78589

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**
Medical Services that include, but not limited to support services of Pharmacy, Radiology, and Laboratory.	$10,000.00
TOTAL GRANT BUDGET:	**$ 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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$650.00	Medical Services
August	$650.00	Medical Services
September	$1,500.00	Medical Services
October	$1,500.00	Medical Services
November	$1,500.00	Medical Services
December	$800.00	Medical Services
January	$800.00	Medical Services
February	$800.00	Medical Services
March	$650.00	Medical Services
April	$650.00	Medical Services
May	$500.00	Medical 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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	10	Medical Services
August	10	Medical Services
September	15	Medical Services
October	15	Medical Services
November	15	Medical Services
December	10	Medical Services
January	10	Medical Services
February	10	Medical Services
March	10	Medical Services
April	10	Medical Services
May	10	Medical Services
Total for the Year:	**125**	

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 $10,000 will be used to provide medical services. Nuestra Clinica Del Valle (NCDV) will provide medical services to adults residing in the City of Edcouch. This will include support services of Pharmacy, Radiology, and Laboratory.

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

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
The types of expenditures will include, but not limited to, primary medical services and support services of pharmacy, radiology, and laboratory.

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 by a physician or nurse practitioner at Nuestra Clinica Del Valle Edcouch Clinic located at 1200 E. Santa Rosa, Edcouch, Texas 78538. Services will be provided Monday – Friday, 8:00 am – 5:00 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.)
Medical care will be provided to uninsured, economically disadvantaged residents who would otherwise have no access to these services.

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

A total of 175 adults between the ages of 19-64 residing in the City of Edcouch will be served.

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. Radiology services for these clients will be performed at the NCDV San Juan Clinic located at: 801 West 1st Street, San Juan, Texas 78589.

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 that include, but not limited to support services of Pharmacy, Radiology, and Laboratory.	$10,000.00
TOTAL GRANT BUDGET:	**$ 10,000.00**

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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$500.00	Medical Services
August	$700.00	Medical Services
September	$1,000.00	Medical Services
October	$1,000.00	Medical Services
November	$1,000.00	Medical Services
December	$1,200.00	Medical Services
January	$1,000.00	Medical Services
February	$600.00	Medical Services
March	$1,000.00	Medical Services
April	$1,000.00	Medical Services
May	$1,000.00	Medical 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
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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	5	Medical Services
August	10	Medical Services
September	20	Medical Services
October	20	Medical Services
November	20	Medical Services
December	25	Medical Services
January	15	Medical Services
February	15	Medical Services
March	15	Medical Services
April	15	Medical Services
May	15	Medical Services
Total for the Year:	**175**	

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-21769 **19.Q.**

Subrecipient Agreement - Children's Advocacy Center

CC REGULAR

Date: 06/29/2010
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 23 (2010).

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, 2010. (See the attached exhibits)

Subrecipient:	Individual Agreement amounts:	
Children's Advocacy Center	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: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County Funds will be utilized.

Agreement Amount: $67,500.00

Attachments

Link: Children's Advocacy Center

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:48 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 01:41 PM	APRV

3	Auditor's Office	06/25/2010 05:20 PM	NEW
Form Started By: Estella Webber		Started On: 06/21/2010 02:59 PM	
Final Approval Date: 06/25/2010			

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.** 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 **$ 67,500.00,** 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, 2011) 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 **_CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC._**.

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**:

Children's Advocacy Center of Hidalgo County, Inc.
Attn: Robert Garcia
525 West Wisconsin Road
Edinburg, Texas 78539
email: Robert@cachidalgo.org
Phone: (956) 287-9754
Fax: (956) 287-9764

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Children's Advocacy Center of Hidalgo County, Inc.
Address: 525 West Wisconsin Road
City/State/Zip: Edinburg, Texas 78539
Federal I.D. # or Soc. Sec. #: 74-2963711
DUNS #:08-426-4410

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
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 encountered by child sexual assault victims by conducting on-site comprehensive forensic medical and mental health assessments using a dedicated forensic medical examiner and licensed professional counselor.

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.

Crisis Intervention / Therapy	Criminal Justice Support / Advocacy
Therapy / Support Groups	Personal Advocacy
Follow-up on Services Referred	Telephone Contact Information and Referral Services
Assistance Filing Compensation Claims	Accompaniment Victims to (court) when possible

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 1 level of victim care and continue to provide an adequate, steady and balanced level of victim's services (projected increase) by 10%.

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

The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income both male and female between the ages of 2-17 years of age.

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 3,453.15	Salaries via voucher system
August	$ 2,208.26	Salaries via voucher system
September	$ 971.47	Salaries via voucher system
October	$ 1,101.65	Salaries via voucher system
November	$ 836.55	Salaries via voucher system
December	$ 418.50	Salaries via voucher system
January	$ 1,500.00	Salaries via voucher system
February	$ 1,500.00	Salaries via voucher system
March	$ 1,500.00	Salaries via voucher system
April	$ 1,510.42	Salaries via voucher system
May		
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
Provider #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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		
Total for the Year:	**100**	

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 encountered by child sexual assault victims by conducting on-site comprehensive forensic medical and mental health assessments using a dedicated forensic medical examiner and licensed professional counselor.

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.

Crisis Intervention / Therapy	Criminal Justice Support / Advocacy
Therapy / Support Groups	Personal Advocacy
Follow-up on Services Referred	Telephone Contact Information and Referral Services
Assistance Filing Compensation Claims	Accompaniment Victims to (court) when possible

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%.

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

The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income both male and female between the ages of 2-17 years of age.

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

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

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 3,453.15	Salaries via voucher system
August	$ 2,208.26	Salaries via voucher system
September	$ 971.47	Salaries via voucher system
October	$ 1,101.65	Salaries via voucher system
November	$ 836.55	Salaries via voucher system
December	$ 418.50	Salaries via voucher system
January	$ 1,500.00	Salaries via voucher system
February	$ 1,500.00	Salaries via voucher system
March	$ 1,500.00	Salaries via voucher system
April	$ 1,510.42	Salaries via voucher system
May		
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
Page 1 of 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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		
Total for the Year:	**100**	

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 encountered by child sexual assault victims by conducting on-site comprehensive forensic medical and mental health assessments using a dedicated forensic medical examiner and licensed professional counselor.

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.

Crisis Intervention / Therapy	Criminal Justice Support / Advocacy
Therapy / Support Groups	Personal Advocacy
Follow-up on Services Referred	Telephone Contact Information and Referral Services
Assistance Filing Compensation Claims	Accompaniment Victims to (court) when possible

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%.

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

The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income both male and female between the ages of 2-17 years of age.

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
Project #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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 2,000.00	Salaries via voucher system
August	$ 2,000.00	Salaries via voucher system
September	$ 2,000.00	Salaries via voucher system
October	$ 2,000.00	Salaries via voucher system
November	$ 2,000.00	Salaries via voucher system
December	$ 2,000.00	Salaries via voucher system
January	$ 2,000.00	Salaries via voucher system
February	$ 2,000.00	Salaries via voucher system
March	$ 2,000.00	Salaries via voucher system
April	$ 2,000.00	Salaries via voucher system
May		
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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		
Total for the Year:	**100**	

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 encountered by child sexual assault victims by conducting on-site comprehensive forensic medical and mental health assessments using a dedicated forensic medical examiner and licensed professional counselor.

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.

Crisis Intervention / Therapy	Criminal Justice Support / Advocacy
Therapy / Support Groups	Personal Advocacy
Follow-up on Services Referred	Telephone Contact Information and Referral Services
Assistance Filing Compensation Claims	Accompaniment Victims to (court) when possible

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%.

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

The proposed project services and activities are exclusively abused children's presumed to be principally low and moderate income both male and female between the ages of 2-17 years of age.

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.

2010 - 2011 **For the Months of...**	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$2,000.00	Salaries via voucher system
August	$2,000.00	Salaries via voucher system
September	$2,000.00	Salaries via voucher system
October	$2,000.00	Salaries via voucher system
November	$1,000.00	Salaries via voucher system
December	$1,000.00	Salaries via voucher system
January	$1,500.00	Salaries via voucher system
February	$2,000.00	Salaries via voucher system
March	$2,000.00	Salaries via voucher system
April	$2,000.00	Salaries via voucher system
May		
TOTAL:	**$ 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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
August	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
September	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
October	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
November	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
December	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
January	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
February	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
March	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
April	10	One-on-one or small group on-site and off-site crisis interventions and forensic interviews
May		
Total for the Year:	**100**	

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-21768 **19.R.**

Mujeres Unidas-Women Together

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $44,693.00 for Urban County Program Year 23 (2010).

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, 2010. (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	$11,193.00
Total Funding Amount:		$44,693.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $44,693.00

Attachments

Link: Mujeres Unidas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	06/22/2010 12:48 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 01:50 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan Started On: 06/21/2010 02:51 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **WOMEN TOGETHER FOUNDATION, INC.**, 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 **$44,693.00,** 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, 2011) 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 the **WOMEN TOGETHER FOUNDATION, INC.**

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**:

Women Together Foundation, Inc.
Attn: Estella De Anda, Executive Director
511 N. Cynthia
McAllen, Texas 78501
Email: womentog@swbell.net
Phone: (956) 630-4878
Fax: (956) 687-4715

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

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

SUBRECIPIENT Name: Women Together Foundation, Inc.
Address: 511 North Cynthia
City/State/Zip: McAllen, Texas 78501
Federal I.D. # or Soc. Sec. #: 74-2007536
DUNS #:170221972

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
Precinct #1

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 32 years. Our mission is to provide shelter and crisis intervention services to 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 #1

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

Funding will be used to pay a portion of the wages for a part-time Intake Clerk / Receptionist in 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 clerk / receptionist will be responsible for answering the hotline and conducting the initial screening of victims coming in for services. The intake receptionist will provide crisis intervention and referral to victims as needed. 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 available to them. They may also lack the transportation to travel to McAllen for these services.

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 Precinct 1, will receive and crisis intervention services and referral to emergency shelter and other social services. The beneficiaries are adult women and men who are victims of family violence or sexual assault.

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 who provides direct services to clients	$ 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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 912.00	Salaries for Part-time intake clerk/receptionist
August	$ 912.00	Salaries for Part-time intake clerk/receptionist
September	$ 912.00	Salaries for Part-time intake clerk/receptionist
October	$ 912.00	Salaries for Part-time intake clerk/receptionist
November	$ 912.00	Salaries for Part-time intake clerk/receptionist
December	$ 912.00	Salaries for Part-time intake clerk/receptionist
January	$ 912.00	Salaries for Part-time intake clerk/receptionist
February	$ 912.00	Salaries for Part-time intake clerk/receptionist
March	$ 912.00	Salaries for Part-time intake clerk/receptionist
April	$ 912.00	Salaries for Part-time intake clerk/receptionist
May	$ 880.00	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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
August	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
September	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
October	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
November	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
December	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
January	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
February	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
March	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
April	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
May	30	Crisis intervention, Emergency Shelter, Advocacy, Outreach and Community Education
Total for the Year:	**330**	

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 32 years. Our mission is to provide shelter and crisis intervention services to 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 a portion of the wages for two shelter / legal advocates who provide direct services to clients.

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.

Advocates will assist families residing at the shelter with crisis intervention, counseling, emergency transportation and referrals to medical and social services in the community.

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. They will also receive crisis intervention counseling services and referrals other social services available within the community.

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

620 low-income residents of Precinct 2, will receive emergency shelter and crisis intervention services. The beneficiaries are adult women and men who are victims of family violence or sexual assault.

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

501 N. Cynthia, McAllen, TX - 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 to include, but not limited to part time shelter / legal advocates who provide direct services to clients.	$13,500.00
TOTAL GRANT BUDGET:	**$ 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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$1,350.00	Salaries for staff providing direct services
August	$1,350.00	Salaries for staff providing direct services
September	$1,350.00	Salaries for staff providing direct services
October	$1,350.00	Salaries for staff providing direct services
November	$1,350.00	Salaries for staff providing direct services
December	$1,350.00	Salaries for staff providing direct services
January	$1,350.00	Salaries for staff providing direct services
February	$1,350.00	Salaries for staff providing direct services
March	$1,350.00	Salaries for staff providing direct services
April	$1,350.00	Salaries for staff providing direct services
May		
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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	60	Crisis intervention advocacy services
August	60	Crisis intervention advocacy services
September	60	Crisis intervention advocacy services
October	60	Crisis intervention advocacy services
November	60	Crisis intervention advocacy services
December	60	Crisis intervention advocacy services
January	60	Crisis intervention advocacy services
February	60	Crisis intervention advocacy services
March	60	Crisis intervention advocacy services
April	60	Crisis intervention advocacy services
May		
Total for the Year:	**600**	

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 32 years. Our mission is to provide shelter and crisis intervention services to 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 a portion of the wages for a legal / shelter advocate at the shelter facility that will provide direct services to the clients.

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.

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. They will also receive crisis intervention counseling services and referrals other social services available within the community.

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

400 low-income residents of precinct 3 will receive emergency shelter and crisis intervention services. The beneficiaries are adult women and men who are victims of family violence of sexual assault.

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

501 N. Cynthia, McAllen, TX - 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**
Salary for part-time shelter / legal advocate who will provide direct services to the client.	$10,000.00
TOTAL GRANT BUDGET:	**$ 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.

2010 - 2011 **For the Months of...**	**Estimated Amount** **Of Expenditures**	**Type of Budgeted Expenditures**
July	$1,000.00	Salary for staff providing direct services
August	$1,000.00	Salary for staff providing direct services
September	$1,000.00	Salary for staff providing direct services
October	$1,000.00	Salary for staff providing direct services
November	$1,000.00	Salary for staff providing direct services
December	$1,000.00	Salary for staff providing direct services
January	$1,000.00	Salary for staff providing direct services
February	$1,000.00	Salary for staff providing direct services
March	$1,000.00	Salary for staff providing direct services
April	$1,000.00	Salary for staff providing direct services
May		
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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	40	Crisis intervention and advocacy services
August	40	Crisis intervention and advocacy services
September	40	Crisis intervention and advocacy services
October	40	Crisis intervention and advocacy services
November	40	Crisis intervention and advocacy services
December	40	Crisis intervention and advocacy services
January	40	Crisis intervention and advocacy services
February	40	Crisis intervention and advocacy services
March	40	Crisis intervention and advocacy services
April	40	Crisis intervention and advocacy services
May		
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
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 32 years. Our mission is to provide shelter and crisis intervention services to victims of family violence or sexual assault.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 11,193.00 Awarded By: Precinct #4

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

Funding will be used to pay for the salary of an outreach advocate / promotora who will provide direct services to the clients.

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.

Outreach advocate will conduct outreach and provide on-site crisis intervention counseling, safety planning and referrals to shelter, medical and social services in the community. The promotora will also conduct support groups as needed to residents from Precinct 4.

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: on-site counseling, information and referral to services that will help them escape an abusive relationship. The knowledge gained by members of the community will allow people to know the dangers of family violence and the services available to them. They will also be informed of programs available to help change abusive behavior.

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

The program will benefit adult women and men. The majority of people in the community are Hispanic and low / moderate income.

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

501 N. Cynthia, McAllen, TX - 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 for staff to include, but not limited to outreach advocate(s) / promotora.	$11,193.00
TOTAL GRANT BUDGET:	**$ 11,193.00**

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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 1,017.55	Salaries for staff providing direct services
August	$ 1,017.55	Salaries for staff providing direct services
September	$ 1,017.55	Salaries for staff providing direct services
October	$ 1,017.55	Salaries for staff providing direct services
November	$ 1,017.55	Salaries for staff providing direct services
December	$ 1,017.55	Salaries for staff providing direct services
January	$ 1,017.55	Salaries for staff providing direct services
February	$ 1,017.55	Salaries for staff providing direct services
March	$ 1,017.55	Salaries for staff providing direct services
April	$ 1,017.55	Salaries for staff providing direct services
May	$1,017.50	Salaries for staff providing direct services
TOTAL:	**$11,193.00**	

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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	30	Outreach services and on-site crisis intervention
August	30	Outreach services and on-site crisis intervention
September	30	Outreach services and on-site crisis intervention
October	30	Outreach services and on-site crisis intervention
November	30	Outreach services and on-site crisis intervention
December	30	Outreach services and on-site crisis intervention
January	30	Outreach services and on-site crisis intervention
February	30	Outreach services and on-site crisis intervention
March	30	Outreach services and on-site crisis intervention
April	30	Outreach services and on-site crisis intervention
May	30	Outreach services and on-site crisis intervention
Total for the Year:	**330**	

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-21766 **19.S.**

La Union Del Pueblo Entero (LUPE)

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $43,941.00 for Urban County Program Year 23 (2010).

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, 2010. (See attached exhibits)

Subrecipient:	La Union Del Pueblo Entero (LUPE)	
Individual Agreement amounts:	Hidalgo County Precinct #1	19,536.00
	Hidalgo County Precinct #2	9,849.00
	Hidalgo County Precinct #3	14,556.00
Total Funding Amount:		$43,941.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $43,941.00

Attachments

Link: La Union Del Pueblo Entero

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:47 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 09:15 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan

Started On: 06/21/2010 02:43 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July , 20 10 , by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **LA UNION DEL PUEBLO ENTERO**, 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 **$43,941.00,** 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, 2011) 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 the **LA UNION DEL PUEBLO ENTERO.**

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**:

La Union Del Pueblo Entero (LUPE)
Attn: Vaughn Cox
P.O. Box 188
San Juan, Texas 78589
Email: voncox@lupenet.org
Phone: (956) 782-6655
Fax: (956) 782-2125

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20__.

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

SUBRECIPIENT Name: La Union Del Pueblo Entero (LUPE)
Address: P.O. Box 188
City/State/Zip: San Juan, Texas 78589
Federal I.D. # or Soc. Sec. #: 93-1029197
DUNS #: 148978161

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
Precinct #1

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

We will conduct 3 self-development classes at the Mercedes Center and three additional classes at the Edcouch Center for people who wish to learn English or to prepare to apply to become naturalized citizens of the U.S. In addition an Outreach Specialist will disseminate information about LUPE programs and services to residents of Hidalgo County Precinct #1.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 19,536.00 Awarded By: Precinct #1

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

Partial salary support for staff providing direct services.

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.

1. English Citizenship class will meet for a total of nine hours per month at the Mercedes Center.
2. Spanish Citizenship class will meet for a total of nine hours per month at the Mercedes Center.
3. ESL class will each meet for a total of nine hours per month at the Mercedes Center.
4. English Citizenship class will meet for a total of nine hours per month at the Edcouch Center.
5. Spanish Citizenship class will meet for a total of nine hours per month at the Edcouch Center.
6. ESL class will each meet for a total of nine hours per month at the Edcouch Center.
7. An Outreach Specialist will provide information about LUPE programs and services to residents of Precinct #1.

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.)

CDBG funds will maintain current levels of service. No new services will be offered for this fiscal year.

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

At least 96 low-income residents residing in all parts of Precinct #1, will be enrolled in one of the ESL classes or Citizenship preparation classes. People of any age may enroll in the ESL class, but only individuals who meet certain criteria may enroll in the citizenship classes.

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

1225 N. FM 491 Mercedes, TX 78570 (Casa Saldaña Community Center)
7766 Mile 16 North, Edcouch, TX 78538 (Casa Messina Community Center)

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**
Salary for staff who provide direct services	$ 19,536.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 19,536.00**

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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 1,776.00	Salary for staff who provide direct services
August	$ 1,776.00	Salary for staff who provide direct services
September	$ 1,776.00	Salary for staff who provide direct services
October	$ 1,776.00	Salary for staff who provide direct services
November	$ 1,776.00	Salary for staff who provide direct services
December	$ 1,776.00	Salary for staff who provide direct services
January	$ 1,776.00	Salary for staff who provide direct services
February	$ 1,776.00	Salary for staff who provide direct services
March	$ 1,776.00	Salary for staff who provide direct services
April	$ 1,776.00	Salary for staff who provide direct services
May	$ 1,776.00	Salary for staff who provide direct services
TOTAL:	**$ 19,536.00**	

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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	28	Self-development classes and outreach with needed information
August	8	Self-development classes and outreach with needed information
September	8	Self-development classes and outreach with needed information
October	8	Self-development classes and outreach with needed information
November	8	Self-development classes and outreach with needed information
December	0	
January	7	Self-development classes and outreach with needed information
February	8	Self-development classes and outreach with needed information
March	7	Self-development classes and outreach with needed information
April	7	Self-development classes and outreach with needed information
May	7	Self-development classes and outreach with needed information
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 at the San Juan Center for people who wish to learn English or to prepare to apply to become naturalized citizens of the U.S. In addition an Outreach Specialist will disseminate information about LUPE programs and services to residents of Hidalgo County Precinct #2.

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.

Partial salary support for staff providing direct services.

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.

1. English Citizenship class will meet for a total of nine hours per month at the San Juan Center.
2. Spanish Citizenship class will meet for a total of nine hours per month at the San Juan Center.
3. ESL class will each meet for a total of nine hours per month at the San Juan Center.
4. An Outreach Specialist will provide information about LUPE programs and services to residents of Precinct #2.

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.)

CDBG funds will maintain current levels of service. No new services will be offered for this fiscal year.

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

At least 64 low-income residents residing in all parts of Precinct #2, except for the City of Pharr, will be enrolled in the ESL class or one of the Citizenship preparation classes. People of any age may enroll in the ESL class, but only individuals who meet certain criteria may enroll in the citizenship classes.

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**
Salary for staff who provide direct services	$ 9,849.00
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.

2010 - 2011 **For the Months of...**	**Estimated Amount** **Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 901.00	Teacher stipends and partial salary & benefits for Outreach Specialist
August	$ 901.00	Teacher stipends and partial salary & benefits for Outreach Specialist
September	$ 901.00	Teacher stipends and partial salary & benefits for Outreach Specialist
October	$ 901.00	Teacher stipends and partial salary & benefits for Outreach Specialist
November	$ 901.00	Teacher stipends and partial salary & benefits for Outreach Specialist
December	$ 885.00	Teacher stipends and partial salary & benefits for Outreach Specialist
January	$ 885.00	Teacher stipends and partial salary & benefits for Outreach Specialist
February	$ 901.00	Teacher stipends and partial salary & benefits for Outreach Specialist
March	$ 901.00	Teacher stipends and partial salary & benefits for Outreach Specialist
April	$ 886.00	Teacher stipends and partial salary & benefits for Outreach Specialist
May	$ 886.00	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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	20	Citizenship preparation & ESL classes for low-income residents of Precinct #2
August	6	Citizenship preparation & ESL classes for low-income residents of Precinct #2
September	6	Citizenship preparation & ESL classes for low-income residents of Precinct #2
October	6	Citizenship preparation & ESL classes for low-income residents of Precinct #2
November	5	Citizenship preparation & ESL classes for low-income residents of Precinct #2
December	0	Citizenship preparation & ESL classes for low-income residents of Precinct #2
January	5	Citizenship preparation & ESL classes for low-income residents of Precinct #2
February	4	Citizenship preparation & ESL classes for low-income residents of Precinct #2
March	4	Citizenship preparation & ESL classes for low-income residents of Precinct #2
April	4	Citizenship preparation & ESL classes for low-income residents of Precinct #2
May	4	Citizenship preparation & ESL classes for low-income residents of Precinct #2
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.

We will provide 4 self-development classes at the Alton Center for people who wish to learn English or to prepare to apply to become naturalized citizens of the U.S. In addition an Outreach Specialist will disseminate information about LUPE programs and services to residents of Hidalgo County Precinct #3.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 14,556.00 Awarded By: Precinct #3

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

Partial salary support for staff providing direct services.

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.

1.English Citizenship class will meet for a total of nine hours per month at the Alton Center.
2. Spanish Citizenship class will meet for a total of nine hours per month at the Alton Center.
3. 2 ESL classes will each meet for a total of nine hours per month at the Alton Center.
4. An Outreach Specialist will provide information about LUPE programs and services to residents of Precinct #3.

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.)

CDBG funds will maintain current levels of service. No new services will be offered for this fiscal year.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
At least 88 low-income residents in all parts of Precinct #3, except for the City of Mission, will be enrolled in one of the ESL classes or Citizenship preparation classes. People of any age may enroll in the ESL class, but only individuals who meet certain criteria may enroll in the citizenship classes.

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**
Salary for staff providing direct services to residents of Hidalgo County Precinct #3	$ 14,556.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 14,556.00**

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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 1,323.00	Salary for staff providing direct services
August	$ 1,323.00	Salary for staff providing direct services
September	$ 1,323.00	Salary for staff providing direct services
October	$ 1,323.00	Salary for staff providing direct services
November	$ 1,323.00	Salary for staff providing direct services
December	$ 1,323.00	Salary for staff providing direct services
January	$ 1,323.00	Salary for staff providing direct services
February	$ 1,323.00	Salary for staff providing direct services
March	$ 1,323.00	Salary for staff providing direct services
April	$ 1,323.00	Salary for staff providing direct services
May	$ 1,326.00	Salary for staff providing direct services
TOTAL:	**$ 14,556.00**	

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.

2010- 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	28	Self-development classes and outreach with needed information
August	10	Self-development classes and outreach with needed information
September	10	Self-development classes and outreach with needed information
October	9	Self-development classes and outreach with needed information
November	9	Self-development classes and outreach with needed information
December	0	Self-development classes and outreach with needed information
January	8	Self-development classes and outreach with needed information
February	7	Self-development classes and outreach with needed information
March	7	Self-development classes and outreach with needed information
April	7	Self-development classes and outreach with needed information
May	7	Self-development classes and outreach with needed information
Total for the Year:	**102**	

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-21745 **19.T.**

Subrecipient Agreement-Amigos Del Valle, Inc.

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $58,280.00 for Urban County Program Year 23 (2010).

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, 2010.

Subrecipient:	Amigos Del Valle, Inc.	
Individual Agreement amounts:	Hidalgo County Precinct #1	10,000.00
	Hidalgo County Precinct #2	8,000.00
	Hidalgo County Precinct #3	11,000.00
	Hidalgo County Precinct #4	6,000.00
	City of Elsa	8,000.00
	City of Mercedes	5,280.00
	City of San Juan	10,000.00
Total Funding Amount:		$58,280.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $58,280.00

Attachments

Link: Amigos Del Valle, Inc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:41 PM	APRV
2	Perla Lopez	Perla Lopez	06/22/2010 02:54 PM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:40 AM	APRV
4	Perla Lopez	Perla Lopez	06/24/2010 11:06 AM	APRV
5	Purchasing Department	Angela Garcia	06/24/2010 11:25 AM	APRV
6	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan Started On: 06/18/2010 04:15 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **AMIGOS DEL VALLE, INC.**, 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 **$ 58,280.00** 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, 2011) 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.**

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 **AMIGOS DEL VALLE, INC.**.

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**:

Amigos Del Valle, Inc.
Attn: Jose E. Garza
1116 N. Conway Avenue
Mission, Texas 78572
email: jgarza@advrgv.org
Phone: (956) 581-9494
Fax: (956) 581-7743

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 **1st of July, 2010** 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 2011.**

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Amigos Del Valle, Inc.
Address: 1116 North Conway Avenue
City/State/Zip: Mission, Texas 78572
Federal I.D. # or Soc. Sec. #: 74-1815988
DUNS #:030926513

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
Precinct #1

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

2,020 hot noon meal plates to 12 home bound seniors for 165 days for FY 2010 – 2011 by ADV staff and volunteers @ $4.95 per meal.

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.

Purchase raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors.

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 165 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 2,020 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 12,243 seniors' unduplicated low to moderate income; Precinct #1 seniors' male/female 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 Weslaco Senior Center located at 1200 E. 6th 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
2,020 meals @ $ 4.95 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.

2010- 2011 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
Project #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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	12	Delivery of Hot Noon Meals
November	12	Delivery of Hot Noon Meals
December	12	Delivery of Hot Noon Meals
January	12	Delivery of Hot Noon Meals
February	12	Delivery of Hot Noon Meals
March	12	Delivery of Hot Noon Meals
April	12	Delivery of Hot Noon Meals
May	12	Delivery of Hot Noon Meals
Total for the Year:	**12 (unduplicated)**	

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.

1616 hot noon meal plates to 10 home bound seniors for 165 days for FY 2010 – 2011 by ADV staff and volunteers @ $4.95 per meal.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 8,000.00 Awarded By: Precinct # 2

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

Purchase raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors.

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 am to 1:30 pm service days will be 165 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 1616 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 9,793 seniors' unduplicated low to moderate income; Precinct #2 seniors' male / female 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
1,616 meals @ $4.95	$ 8,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000.00**

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
November	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
December	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
January	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
February	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
March	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
April	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
May	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
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
Project #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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	10	Delivery of Hot Noon Meals
November	10	Delivery of Hot Noon Meals
December	10	Delivery of Hot Noon Meals
January	10	Delivery of Hot Noon Meals
February	10	Delivery of Hot Noon Meals
March	10	Delivery of Hot Noon Meals
April	10	Delivery of Hot Noon Meals
May	10	Delivery of Hot Noon Meals
Total for the Year:	**10 (unduplicated)**	

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.

2,222 hot noon meal plates to 13 home bound seniors for 165 days for FY 2010 – 2011 by ADV staff and volunteers @ $4.95 per meal.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 11,000.00 Awarded By: Precinct # 3

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

Purchase of raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors.

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 am to 1:30 pm service days will be 165 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 2,222 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 13 seniors' unduplicated low to moderate income; Precinct #3 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 Pct. 3 are out of Mission Senior 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
2222 meals @ $ 4.95 per meal	$ 11,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 11,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Project #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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
November	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
December	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
January	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
February	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
March	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
April	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
May	$ 1,375.00	Raw Food preparation, packaging, & delivery of meals
TOTAL:	**$ 11,000.00**	

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
Project #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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	13	Delivery of Hot Noon Meals
November	13	Delivery of Hot Noon Meals
December	13	Delivery of Hot Noon Meals
January	13	Delivery of Hot Noon Meals
February	13	Delivery of Hot Noon Meals
March	13	Delivery of Hot Noon Meals
April	13	Delivery of Hot Noon Meals
May	13	Delivery of Hot Noon Meals
Total for the Year:	**13**	

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.

1212 hot noon meal plates to 7 home bound seniors for 165 days for FY 2010 – 2011 by ADV staff and volunteers @ $4.95 per meal.

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.

Purchase raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors.

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 am to 1:30 pm service days will be 165 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 1,212 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 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
1212 meals @ $ 4.95 per meal	$ 6,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 6,000.00**

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.

2010 - 2011 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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	7	Delivery of Hot Noon Meals
November	7	Delivery of Hot Noon Meals
December	7	Delivery of Hot Noon Meals
January	7	Delivery of Hot Noon Meals
February	7	Delivery of Hot Noon Meals
March	7	Delivery of Hot Noon Meals
April	7	Delivery of Hot Noon Meals
May	7	Delivery of Hot Noon Meals
Total for the Year:	**7**	

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.

1616 hot noon meal plates to 10 home bound seniors for 165 days for FY 2010 – 2011 by ADV staff and volunteers @ $4.95 per meal.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 8,000.00 Awarded By: City of Elsa

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

Purchase raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors.

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 165 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 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 10 seniors' unduplicated low to moderate income; Elsa 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 Elsa area located at W. 9th Street & Hidalgo Street, Elsa, Texas

Exhibit B-1
GRANT BUDGET
City of Ukiah

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
1,616 meals @ $ 4.95 per meal	$ 8,000.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000.00**

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 0.00	
August	$ 0.00	
September	$ 0.00	
October	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
November	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
December	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
January	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
February	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
March	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
April	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
May	$ 1,000.00	Raw Food preparation, packaging, & delivery of meals
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
City of Ukiah

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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July		
August		
September		
October	10	Delivery of Hot Noon Meals
November	10	Delivery of Hot Noon Meals
December	10	Delivery of Hot Noon Meals
January	10	Delivery of Hot Noon Meals
February	10	Delivery of Hot Noon Meals
March	10	Delivery of Hot Noon Meals
April	10	Delivery of Hot Noon Meals
May	10	Delivery of Hot Noon Meals
Total for the Year:	**10 (unduplicated)**	

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.

1067 hot noon meal plates to 6 home bound seniors for 165 days for FY 2010 – 2011 by ADV staff and volunteers @ $4.95 per meal.

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.

Purchase raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors.

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 165 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 1,067 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 unduplicated low to moderate income seniors; reside in the City of Mercedes 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 Mercedes area and from 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
1,067 meals @ $ 4.95 per meal	$ 5,280.00
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 5,280.00**

Initials _____

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.

2010 - 2011 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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	6	Delivery of Hot Noon Meals
November	6	Delivery of Hot Noon Meals
December	6	Delivery of Hot Noon Meals
January	6	Delivery of Hot Noon Meals
February	6	Delivery of Hot Noon Meals
March	6	Delivery of Hot Noon Meals
April	6	Delivery of Hot Noon Meals
May	6	Delivery of Hot Noon Meals
Total for the Year:	**6 (unduplicated)**	

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.

2020 hot noon meal plates to 12 home bound seniors for 165 days for FY 2010 – 2011 by ADV staff and volunteers @ $4.95 per meal.

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.

Purchase raw food and consumables, preparation, packing and delivery of a hot noon meal to home bound seniors.

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 165 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 2,020 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 unduplicated low to moderate income; San Juan 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
2,020 meals @ $4.95 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.

2010 - 2011 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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July		
August		
September		
October	12	Delivery of Hot Noon Meals
November	12	Delivery of Hot Noon Meals
December	12	Delivery of Hot Noon Meals
January	12	Delivery of Hot Noon Meals
February	12	Delivery of Hot Noon Meals
March	12	Delivery of Hot Noon Meals
April	12	Delivery of Hot Noon Meals
May	12	Delivery of Hot Noon Meals
Total for the Year:	**12 (unduplicated)**	

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-21765 **19.U.**

Subrecipient Agreement - Boys & Girls Club (Edinburg RGV)

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $60,000.00 for Urban County Program Year 23 (2010).

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, 2010. (See the attached Exhibits)

Subrecipient:	Individual Agreement amount:	
Boys & Girls Club of Edinburg-RGV (San Carlos, Hargill and Brewster Units)	Hidalgo County Precinct #4	$60,000.00
	Total Funding Amount:	$60,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $60,000.00

Attachments

Link: Edinburg RGV

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:47 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 09:41 AM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:43 AM	APRV
4	Perla Lopez	Perla Lopez	06/24/2010 01:14 PM	APRV
5	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 06/21/2010 02:35 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **BOYS & GIRLS CLUB OF EDINBURG RIO GRANDE VALLEY**, 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 **$ 60,000.00**, 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, 2011) 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.**

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 **BOYS & GIRLS CLUB OF EDINBURG RIO GRANDE VALLEY.**

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**:

Boys & Girls Club of Edinburg RGV
Attn: Sabrina Walker-Hernandez
702 South 18th Street
Edinburg, Texas 78540
Email: swalker@edinburgkids.com
Phone: (956) 383-2582
Fax: (956) 381-9635

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Boys & Girls Club of Edinburg RGV
Address: P.O. Box 1079
City/State/Zip: Edinburg, Texas 78540
Federal I.D. # or Soc. Sec. #:74-259652
DUNS #: 931657555

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
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.

$ 60,000.00 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 (subject to change based on 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.

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 6th Street and East 107 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
Project #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.)	$27,479.16 – Salaries
Supply / Equipment – game room equipment, recreational tables, sports and arts supplies	$2,400.00 - Supplies
Salaries & fringe benefits for staff providing direct service at **Brewster Unit** (Program Coordinator & Program Leaders, etc.)	$16,778.37- Salaries
Supply / Equipment – Media equipment; notebooks, laptops, xbox 360, digital cameras and art supplies	$3,500.00- Supplies
Salaries and fringe benefits for staff providing direct service at **Hargill Unit** (Program Leader(s), etc.)	$8,585.09 - Salaries
Equipment / Supplies – media equipment and recreational supplies for sports and art supplies	$1,257.38 - Supplies
TOTAL GRANT BUDGET:	**$ 60,000.00**

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$2,133.84	Salaries & equipment/supplies for all units
August	$5,634.31	Salaries & equipment/supplies for all units
September	$7,157.38	Salaries & equipment/supplies for all units
October	$5,634.31	Salaries & equipment/supplies for all units
November	$5,634.31	Salaries & equipment/supplies for all units
December	$5,634.31	Salaries & equipment/supplies for all units
January	$5,634.31	Salaries & equipment/supplies for all units
February	$5,634.31	Salaries & equipment/supplies for all units
March	$5,634.31	Salaries & equipment/supplies for all units
April	$5,634.31	Salaries & equipment/supplies for all units
May	$5,634.30	Salaries & equipment/supplies for all units
TOTAL:	**$60,000.00**	

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.

2010 - 2011 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, THE 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.

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-21761 **19.V.**

Lower Rio Grande Valley Development Council - Rio Metro

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 23 (2010).

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: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $70,000.00

Attachments

Link: Rio Metro

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:44 PM	APRV

2	Perla Lopez	Perla Lopez	06/24/2010 09:20 AM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:41 AM	APRV
4	Perla Lopez	Perla Lopez	06/25/2010 09:07 AM	APRV
5	Purchasing Department	Darlene Betancourt	06/25/2010 09:45 AM	APRV

Form Started By: Hilda Bazan Started On: 06/21/2010 02:02 PM

Final Approval Date: 06/25/2010

0TATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July , 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL –RIO METRO**, 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 **$ 70,000.00,** 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, 2011) 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.**

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 the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL –RIO METRO.**

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**:

LRGVDC-Rio Metro
Attn: Ken Jones, Executive Director
311 North 15th Street
McAllen, Texas 78501
email: knjones@lrgvdc.org
Phone: (956) 682-3481
Fax: (956) 682-8852

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

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

SUBRECIPIENT Name: LRGVDC-Foster Grandparent Program
Address: 311 North 15th Street
City/State/Zip: McAllen, Texas 78501
Federal I.D. # or Soc. Sec. #: 74-1586916
DUNS #: 015037520

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
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-Rio Metro will provide the following: 1. Provide services throu Rio Metro & Career-Link bus routes in Precinct No. 1.

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.

The $25,000.00 awarded by Precinct I will be utilized to pay for transit staff operating bus services. Funds will cover salaries and fringe benefits.

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 following services will be performed in the following manner: 1. Rio Metro will provide public transportation services through the Rio Metro-Career Link bus routes. Bus Services operates Monday-Friday for approximately 13 hours each day throughout the year from 6 AM to 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.)
The following services will be expanded / added as a result of CDBG fund expenditures: Rio Metro will provide transportation to much-needed access to medical appointments, jobs, trainings, day care, shopping, and other locations for low income persons, most of whom do not have access to reliable transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
The following type of beneficiaries will be served: Approximately 55% of the program beneficiaries are female. Approximately 64% are under 18 years of age, and Almost 100% received some social services benefit, such as, TANF, food stamps, or Medicaid. 70% have household incomes are below $10,000.00. Servicing approximately 6000 clients.

Section VII List the location(s) with a physical address where the service(s) will be provided.
The services will be provided at the following address / location(s). The following are current and designated bus routes, along Highway 107 and Business 83, reaching La Blanca, Elsa, Edcouch, La Villa, Mercedes, Weslaco, Donna, and Alamo. The bus will deviate from the route upon request.

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**
Personnel cost (up to 24 bus drivers) – salary & fringe benefits based on a pay rate of $10.00 an hour to $14.00 an hour.	$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.

2010 - 2011 **For the Months of...**	**Estimated Amount** **Of Expenditures**	**Type of Budgeted Expenditures**
July	$10,000.00	Driver's Salary & Fringe Benefits
August	$10,000.00	Driver's Salary & Fringe Benefits
September	$5,000.00	Driver's Salary & Fringe Benefits
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 proceeding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	2000	Rio Metro bus routes
August	2000	Rio Metro bus routes
September	2000	Rio Metro bus routes
October	0	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:	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.

The Lower Rio Grande Valley Development Council-Rio Metro will provide the following: 1. Provide services throu Rio Metro & Career-Link bus routes in Precinct No. 2

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 $10,000.00 awarded by Precinct 2 will be utilized to pay for transit staff operating bus services. Funds will cover salaries and fringe benefits.

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 following services will be performed in the following manner: 1. Rio Metro will provide public transportation services through the Rio Metro-Career Link bus routes. Bus Services operates Monday-Friday for approximately 13 hours each day throughout the year from 6 AM to 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.)
The following services will be expanded / added as a result of CDBG fund expenditures: Rio Metro will provide transportation to much-needed access to medical appointments, jobs, trainings, day care, shopping, and other locations for low income persons, most of whom do not have access to reliable transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
The following type of beneficiaries will be served: Approximately 55% of the program beneficiaries are female. Approximately 64% are under 18 years of age, and Almost 100% received some social services benefit, such as, TANF, food stamps, or Medicaid. 70% have household incomes are below $10,000.00. Servicing approximately 8000 clients.

Section VII List the location(s) with a physical address where the service(s) will be provided.
The services will be provided at the following address / location(s). The following are current and designated bus routes, along Business 83 and Cage Blvd. and areas in Pharr, San Juan, and parts of Alamo. The bus will deviate from the route upon request.

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**
Personnel Cost (up to 24 bus drivers) – Salary and fringe benefits based on a rate of pay of $10.00 an hour to $14.00 an hour.	$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.

2010 - 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$0.00	
August	$0.00	
September	$0.00	
October	$10,000.00	Driver's Salary & Fringe Benefits
November	$ 000	
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 proceeding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	0	
August	0	
September	0	
October	8000	Rio Metro Bus Routes
November	0	
December	0	
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**8000**	

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 Lower Rio Grande Valley Development Council-Rio Metro will provide the following: 1. Provide services through Rio Metro & Career-Link bus routes in Precinct No. 3

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.

The $25,000.00 awarded by Precinct 3 will be utilized to pay for transit staff operating bus services. Funds will cover salaries and fringe benefits.

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 following services will be performed in the following manner: 1. Rio Metro will provide public transportation services through the Rio Metro-Career Link bus routes. Bus Services operates Monday-Friday for approximately 13 hours each day throughout the year from 6 AM to 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.)
The following services will be expanded / added as a result of CDBG fund expenditures: Rio Metro will provide transportation to much-needed access to medical appointments, jobs, trainings, day care, shopping, and other locations for low income persons, most of whom do not have access to reliable transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
The following type of beneficiaries will be served: Approximately 55% of the program beneficiaries are female. Approximately 64% are under 18 years of age, and Almost 100% received some social services benefit, such as, TANF, food stamps, or Medicaid. 70% have household incomes are below $10,000.00. Servicing approximately 13000 clients.

Section VII List the location(s) with a physical address where the service(s) will be provided.
The services will be provided at the following address / location(s). The following are current and designated bus routes, along Business 83 and Highway 107 and areas in La Joya, Mission, Penitas, Palmview, Alton, and Palmhurst.. The bus will deviate from the route upon request.

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**
Personnel Cost (up to 24 bus drivers) – Salary and fringe benefits based on a rate of pay of $10.00 an hour to $14.00 an hour.	$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.

2010 - 2011 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	$10,000.00	Driver's Salary & Fringe Benefits
December	$10,000.00	Driver's Salary & Fringe Benefits
January	$5,000.00	Driver's Salary & Fringe Benefits
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 #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 proceeding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	0	
August	0	
September	0	
October	0	
November	4333	Rio Metro Bus Routes
December	4333	Rio Metro Bus Routes
January	4333	Rio Metro Bus Routes
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**12999**	

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 Lower Rio Grande Valley Development Council-Rio Metro will provide the following: 1. Provide services through Rio Metro & Career-Link bus routes in Precinct No. 4

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.

The $10,000.00 awarded by Precinct 4 will be utilized to pay for transit staff operating bus services. Funds will cover salaries and fringe benefits.

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 following services will be performed in the following manner: 1. Rio Metro will provide public transportation services through the Rio Metro-Career Link bus routes. Bus Services operates Monday-Friday for approximately 13 hours each day throughout the year from 6 AM to 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.)
The following services will be expanded / added as a result of CDBG fund expenditures: Rio Metro will provide transportation to much-needed access to medical appointments, jobs, trainings, day care, shopping, and other locations for low income persons, most of whom do not have access to reliable transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
The following type of beneficiaries will be served: Approximately 55% of the program beneficiaries are female. Approximately 64% are under 18 years of age, and Almost 100% received some social services benefit, such as, TANF, food stamps, or Medicaid. 70% have household incomes are below $10,000.00. Servicing approximately 8600 clients.

Section VII List the location(s) with a physical address where the service(s) will be provided.
The services will be provided at the following address / location(s). The following are current and designated bus routes, in areas of Precinct No. 4, including Edinburg and the surrounding locations. The bus will deviate from the route upon request.

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**
Personnel Cost (up to 24 bus drivers) – Salary and fringe benefits based on a rate of pay of $10.00 an hour to $14.00 an hour.	$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.

2010 - 2011 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	$10,000.00	Driver's Salary & Fringe Benefits
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 #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 proceeding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 **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	8600	Rio Metro Bus Routes
March	0	
April	0	
May	0	
Total for the Year:	**8600**	

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-21763 **19.W.**

International Valley Health Institute

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 23 (2010).

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, 2010. (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:		$35,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $35,000.00

Attachments

Link: International Valley

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:45 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 09:30 AM	APRV

3	Auditor's Office	Angela Garcia	06/24/2010 10:43 AM	APRV
4	Perla Lopez	Perla Lopez	06/24/2010 11:49 AM	APRV
5	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan

Started On: 06/21/2010 02:13 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **INTERNATIONAL VALLEY HEALTH INSTITUTE**, 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 **$35,000.00**, 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, 2011) 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 the **INTERNATIONAL VALLEY HEALTH INSTITUTE.**

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**:

International Valley Health Institute
Attn: Dr. Isidore Flores
Email: iflores@ivhiinc.org
Mailing: 1923 South Mon Mack Rd, Edinburg, TX
Physical: 901 E. Vermont, McAllen, TX
Edinburg, Texas 78539
Phone: (956) 648-0543
Fax: (956) 386-0806

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

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

SUBRECIPIENT Name: International Valley Health Institute
Address: 1923 South Mon Mack Road
City/State/Zip: McAllen, Texas 78539-8838
Federal I.D. # or Soc. Sec. #: 90-0299398
DUNS #: 803116370

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
Precinct #1

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

Promotores identify social networks to entrusted with a first aid kit and manual, refill the kit as needed, provide health education and medical referrals, help arrange medically related transportation, and provide follow-up support. A green cross is prominently displayed indicating that the kit is available to anyone in the neighborhood or subdivision.

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, fringe benefits, and mileage reimbursement for providing direct services.

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.

Promotores identify social networks and supply them with kits that they restock regularly. An accompanying bilingual health manual provides educational content that often induces discussion leading to a Promotor arranged referral that later leads the Promotor to help arrange related transportation and provide follow-up support on through the resolution of the medical issue. In effect, the Promotor keeps track of health issues as they come to light and helps families learn to resolve them. Services are provided at the convenience of the clients.

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 allow continued visits by promotres to restock existing first aid kits, conduct health related discussions, make medical referrals when needed, help arrange medically related transportation, and provide follow-up support for medical issues.

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

About 250 low income men and women of all ages in unincorporated areas of Precinct #1.

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

Colonias Zacatal, Waterfalls, Capetillo, Cameron #1 & #2, Indian Hills, Balli, Frontera East Heights, Tierra Bella, Piñata, Frontera #2, Las Palmas, Cielo Azul, and surrounding areas.

Exhibit B-1
GRANT BUDGET
Project #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 Promotores providing direct services	$ 8,000.00
Mileage for Promotores providing direct services	$ 2,000.00
	$
	$
	$
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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$910.00	Personnel and mileage
August	$909.00	Personnel and mileage
September	$909.00	Personnel and mileage
October	$909.00	Personnel and mileage
November	$909.00	Personnel and mileage
December	$909.00	Personnel and mileage
January	$909.00	Personnel and mileage
February	$909.00	Personnel and mileage
March	$909.00	Personnel and mileage
April	$909.00	Personnel and mileage
May	$909.00	Personnel and mileage
TOTAL:	**$ 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.

2010 - 2011 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.

Promotores identify social networks to entrusted with a first aid kit and manual, refill the kit as needed, provide health education and medical referrals, help arrange medically related transportation, and provide follow-up support. A green cross is prominently displayed indicating that the kit is available to anyone in the neighborhood or subdivision.

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, fringe benefits, and mileage reimbursement for providing direct services.

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.

Promotores identify social networks and supply them with kits that they restock regularly. An accompanying bilingual health manual provides educational content that often induces discussion leading to a Promotor arranged referral that later leads the Promotor to help arrange related transportation and provide follow-up support on through the resolution of the medical issue. In effect, the Promotor keeps track of health issues as they come to light and helps families learn to resolve them. Services are provided at the convenience of the clients.

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 allow continued visits by Promotores to restock existing first aid kits, conduct health related discussions, make medical referrals when needed, help arrange medically related transportation, and provide follow-up support for medical issues.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
About 250 low income men and women of all ages in unincorporated areas of Precinct #2.

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

Colonias Pantera, South Tower Estates, South Tower Heights, Rancho Blanco, El Gato, Frontera #1, Sanchez Ranch, White Wings #1, #2, & #3, and surrounding areas.

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 Promotores providing direct services	$ 8,000.00
Mileage for Promotores providing direct services	$ 2,000.00
	$
	$
	$
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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$910.00	Personnel mileage
August	$909.00	Personnel mileage
September	$909.00	Personnel mileage
October	$909.00	Personnel mileage
November	$909.00	Personnel mileage
December	$909.00	Personnel mileage
January	$909.00	Personnel mileage
February	$909.00	Personnel mileage
March	$909.00	Personnel mileage
April	$909.00	Personnel mileage
May	$909.00	Personnel mileage
TOTAL:	**$ 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
Project #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.

2010 - 2011 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.

Promotores identify social networks to entrusted with a first aid kit and manual, refill the kit as needed, provide health education and medical referrals, help arrange medically related transportation, and provide follow-up support. A green cross is prominently displayed indicating that the kit is available to anyone in the neighborhood or subdivision.

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, fringe benefits, and mileage reimbursement for providing direct services.

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.

Promotores identify social networks and supply them with kits that they restock regularly. An accompanying bilingual health manual provides educational content that often induces discussion leading to a Promotor arranged referral that later leads the Promotor to help arrange related transportation and provide follow-up support on through the resolution of the medical issue. In effect, the Promotor keeps track of health issues as they come to light and helps families learn to resolve them. Services are provided at the convenience of the clients.

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 allow continued visits by Promotores to restock existing first aid kits, conduct health related discussions, make medical referrals when needed, help arrange medically related transportation, and provide follow-up support for medical issues.

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

About 300 low income men and women of all ages in unincorporated areas of Precinct #3.

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

Colonias Carlos Acres A & B, Watson Hts, Ojo de Agua 1 & 2, Sunny Haven, OT, Snowbird, Monte Bonito, Sotira, Sleepy Hollow, Happy, Western Estates, Minnesota Hts.

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 & fringe benefits for Promotores providing direct services	$12,500.00
Mileage for Promotores providing direct services	$ 2,500.00
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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,364.00	Personnel & mileage
August	$1,364.00	Personnel & mileage
September	$1,364.00	Personnel & mileage
October	$1,364.00	Personnel & mileage
November	$1,364.00	Personnel & mileage
December	$1,364.00	Personnel & mileage
January	$1,364.00	Personnel & mileage
February	$1,364.00	Personnel & mileage
March	$1,364.00	Personnel & mileage
April	$1,364.00	Personnel & mileage
May	$1,360.00	Personnel & mileage
TOTAL:	**$ 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.

2010 - 2011 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.

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-21759 **19.X.**

Subrecipient Agreement - Mid Valley Boys & Girls Club

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $66,640.00 for Urban County Program Year 23 (2010).

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, 2010. (See the attached Exhibits)

Subrecipient:	Individual Agreement amounts	
Mid Valley Boys & Girls Club	Hidalgo County Precinct #1	$10,000.00
	City of Weslaco	$46,640.00
	Total Funding for the Weslaco Unit:	$56,640.00
	Hidalgo County Precinct #1	$10,000.00
	Total Funding for the Donna Unit:	$10,000.00
	Total Agreement Amount:	$66,640.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $66,640.00

Attachments

Link: Mid Valley B&G Club

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:43 PM	APRV
2	Perla Lopez	Perla Lopez	06/22/2010 04:00 PM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:41 AM	APRV
4	Perla Lopez	Perla Lopez	06/24/2010 11:18 AM	APRV
5	Purchasing Department	Angela Garcia	06/24/2010 11:25 AM	APRV
6	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber Started On: 06/21/2010 01:40 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **BOYS AND GIRLS CLUB OF THE MID VALLEY**, 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 **$ 66,640.00,** 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, 2011) 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.**

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 **BOYS AND GIRLS CLUB MIDVALLEY.**

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**:

Boys & Girls Club of the MidValley
Attn: David Fox
P.O. Box 1011
Weslaco, Texas 78596
Email: bgcweslaco@hotmail.com
Phone: (956) 968-2504
Fax: (956) 968-2504

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Boys & Girls Club of the MidValley
Address: P.O. Box 1011
City/State/Zip: Weslaco, Texas 78596
Federal I.D. # or Soc. Sec. #74-2995632
DUNS #: 154063861

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
Precinct #1 WESLACO

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 providing direct services that includes, but not limited to the unit director, program leader, recreational leader, umpire service fees and purchase of recreational equipment / 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.

Monday through Friday 3:00 pm – 5:45 pm will provide daily Smart Moves program during and afterschool tutoring, arts and crafts, outdoor sport activities, and help at risk youth realize their potential growth and development at all school sites. Monday-Friday 6:00 – 9:30 pm September sports will include flag football and volleyball; January sports Basketball and April sports Baseball which are seasonal programs.

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.)

Boys and Girls club organization will continue to provide participants with our sports programs, provide afterschool tutoring, educational and outdoor activities.

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

Beneficiaries – 268 at risk male and female members ranging between the ages of 5-18 years of age, low income residents of the City of Weslaco and surrounding cities.

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

Raul Gonzalez Elementary – 3801 N. 5 ½ Mile 10, Weslaco, TX
Mary Hoge Elementary – 2302 N. International Blvd, Weslaco, TX
Silva Unit Elementary – 101 West Mile 10, Weslaco, TX

Exhibit B-1
GRANT BUDGET
Program #1 (WEST SACRAMENTO)

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).	$ 9,000.00
Purchase of recreational equipment / supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1 (WEST COUNTY)

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March	$3,863.02	Salaries and Fringe Benefits Purchase of equipment / supplies
April	$ 6,136.98	Salaries and Fringe Benefits Purchase of equipment / supplies
May		
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
Provider #: [WEST VIRGINIA]

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.

2010 - 2011 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	0	
April	263	Five Service Core Areas
May	5	Five Service Core Areas
Total for the Year:	**268**	

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

Exhibit A
STATEMENT OF WORK
City of Weslaco

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.
$ 46,640.00 Awarded By: City of Weslaco

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, Recreational Leaders, program leaders, umpire service fees and purchase of recreational equipment / 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.

Monday through Friday 3:00 – 6:30 pm will provide daily Smart Moves program during and afterschool, tutoring, arts and crafts, outdoor sport activities, and help at risk youth realize their potential growth and development at all school sites. Monday – Friday 6:00 – 9:30 pm September sports will include flag football and volleyball, January sports Basketball and April sport baseball which are seasonal programs.

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.)

Boys and Girls club organization will continue to provide participants with our sports programs; provide afterschool tutoring, educational and outdoor activities.

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

Beneficiaries – 300 at risk male and female members ranging between the ages of 5-18 years of age, low income residents of the City of Weslaco and surrounding cities.

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

Clecker-Herald Elementary – 1610 W. Sugarcane Rd, Weslaco, Texas
Horton Elementary – 500 S. Kansas, Weslaco, Texas
Raul Gonzalez Elementary – 3801 N. 5 ½ Mile 10, Weslaco, Texas
Mary Hoge Elementary 2302 N. International Blvd, Weslaco, Texas
Silva Elementary – 101 W. Mile 10, Weslaco, Texas

Exhibit B-1
GRANT BUDGET
WISE ACCOUNT

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.	$ 45,640.00
Purchase of recreational equipment / Supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 46,640.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
WISE ACCOUNT

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.

2010- 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$4,590.84	Salaries /Fringe Benefits Purchase of Equipment/Supplies
August		
September	$4,074.96	Salaries and Fringe Benefits Purchase of Equipment/Supplies
October		
November	$4,590.84	Salaries and Fringe Benefits Purchase of Equipment/Supplies
December	$4,301.80	Salaries and Fringe Benefits Purchase of Equipment/Supplies
January	$5,967.89	Salaries and Fringe Benefits Purchase of Equipment/Supplies
February	$4,590.84	Salaries and Fringe Benefits Purchase of Equipment/Supplies
March	$4,138.04	Salaries and Fringe Benefits Purchase of Equipment/Supplies
April	$4,590.84	Salaries and Fringe Benefits Purchase of Equipment/Supplies
May	$9,793.95	Salaries and Fringe Benefits Purchase of Equipment/Supplies
TOTAL:	$46,640.00	

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
WISACU 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	
August	0	
September	0	
October	0	
November	0	
December	0	
January	316	**Five Service Core Areas**
February	40	**Five Service Core Areas**
March	35	**Five Service Core Areas**
April	10	**Five Service Core Areas**
May	0	
Total for the Year:	401	

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 (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 for staff who provide direct services to the youth; to include, but not limited to the salary of the unit director, program leaders, recreational leaders, umpire service fee and purchase of recreational equipment / 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.

Monday through Fridays 3:00 pm – 7 pm will provide daily Smart Moves program after school, tutoring, arts and crafts, outdoor sport activities and help at risk youth realize their potential growth and development at all school sites. Monday-Fridays 6:00 – 9:30 pm September sports will include Flag football and volleyball; January sports basketball; April sports baseball which are seasonal programs.

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.)

Boys Club organization will continue to provide participants with our sports programs. Provide afterschool tutoring, educational and outdoor activities.

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

Beneficiaries - 50 at risk male and female members ranging between the ages of 5-18 years of age, low income, who reside in the City of Donna and surrounding cities.

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
Project #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.)	$ 9,000.00
Purchase of recreational equipment / supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Project # [illegible] 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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 2,018.38	Salaries / fringe benefits Purchase equipment / supplies
August	$ 0.00	
September	$ 1,175.86	Salaries / fringe benefits Purchase equipment / supplies
October	$ 0.00	
November	$ 0.00	
December	$ 1,244.97	Salaries / fringe benefits Purchase equipment / supplies
January	$ 0.00	
February	$ 1,383.30	Salaries / fringe benefits Purchase equipment / supplies
March	$ 1,422.06	Salaries / fringe benefits Purchase equipment / supplies
April	$ 1,383.30	Salaries / fringe benefits Purchase equipment / supplies
May	$ 1,372.13	Salaries / fringe benefits Purchase 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
Provided by DONNA UNITY

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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	50	**Five Service Core Areas**
August	0	**Five Service Core Areas**
September	0	**Five Service Core Areas**
October	0	**Five Service Core Areas**
November	0	**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:	**50**	

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

AI-21760 **19.Y.**

Senior Community Outreach Services

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 $47,500.00 for Urban County Program Year 23 (2010).

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, 2010. (See the attached exhibits).

Subrecipient:	Senior Community Outreach Services	
Individual Agreement Amount:	Hidalgo County Precinct #1	$10,000.00
	Hidalgo County Precinct #2	$ 5,000.00
	Hidalgo County Precinct #3	$10,000.00
	Hidalgo County Precinct #4	$10,000.00
	City of Mercedes	$ 5,000.00
	City of San Juan	$ 4,000.00
	City of Weslaco	$ 3,500.00
Total Funding Amount:		$47,500.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $47,500.00

Attachments

Link: Senior Community Outreach

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:44 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 09:12 AM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:41 AM	APRV
4	Perla Lopez	Perla Lopez	06/24/2010 11:27 AM	APRV
5	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan

Started On: 06/21/2010 01:53 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **SENIOR COMMUNITY OUTREACH SERVICES, INC.**, 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 **$47,500.00**, 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, 2011) 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 the **SENIOR COMMUNITY OUTREACH SERVICES, INC.**.

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**:

Senior Community Outreach Services, Inc.
Attn: Jose T. Perez, Executive Director
840 West Avenue
Alamo, Texas 78516
Email: jtperez46@sbcglobal.net
Phone: (956) 787-9524
Fax: (956) 702-2717

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

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

SUBRECIPIENT Name: Senior Community Outreach Services, Inc.
Address: 840 West Austin Avenue
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #: 74-2805842
DUNS #:036835676

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
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.

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.

Precinct #1 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour. Senior Companion Volutneers will serve four hours a day for five days a week for 3,774 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 in home.

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 Companion Volunteers 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 usually between the hours from 8:00 am to 5:00 pm Monday thru Friday, excluding holidays and weekends.

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

Precinct #1 CDBG funds will be used to fund a volunteer stipend of $2.65 per hour for at least six (6) low-income SCP volunteers age 62 years and older; serve and assist at least eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

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 within the boundaries of precinct #1.

Exhibit B-1
GRANT BUDGET
Project #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
SCP Volunteer stipend @ $2.65 per/hour	$ 10,000.00
TOTAL GRANT BUDGET:	**$10,000.00**

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.

2010- 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,335.60	Stipend $2.65 @ 504 hrs.
September	$ 1,272.00	Stipend $2.65 @ 480 hrs.
October	$ 1,272.00	Stipend $2.65 @ 480 hrs.
November	$ 1,208.40	Stipend $2.65 @ 456 hrs.
December	$ 1,272.00	Stipend $2.65 @ 480 hrs.
January	$1,272.00	Stipend $2.65 @ 480 hrs.
February	$ 1,208.40	Stipend $2.65 @ 456 hrs.
March	$1,159.60	Stipend $2.65 @ 438 hrs.
April	$0.00	
May	$0.00	
TOTAL:	$ 10,000.00	Stipend $2.65 @ 3774 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
Project #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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	In-Home Care Service
November	24	In-Home Care Service
December	24	In-Home Care Service
January	24	In-Home Care Service
February	24	In-Home Care Service
March	24	In-Home Care Service
April	0	
May	0	
Total for the Year:	**24**	

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.

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 1887 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 in home.

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 usually between the hours from 8:00 am to 5:00 pm Monday thru Friday, excluding holidays and weekends..

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

Precinct #2 CDBG funds will be used to fund a volunteer stipend of $2.65 per hour fro at least six (6) low-income SCP volunteers age 62 years and older; serve and assist at least eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

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 within the boundaries of Precinct #2.

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
SCP volunteer stipend @ $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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November	$ 1,409.80	Stipend $2.65 @ 532 hrs.
December	$ 1,484.00	Stipend $2.65 @ 560 hrs.
January	$ 1,484.00	Stipend $2.65 @ 560 hrs.
February	$ 622.20	Stipend $2.65 @ 235 hrs.
March		
April		
May		
TOTAL:	**$ 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
Program #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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	0	
November	24	In-Home Care Service
December	24	In-Home Care Service
January	24	In-Home Care Service
February	24	In-Home Care Service
March	0	
April	0	
May	0	
Total for the Year:	**24**	

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.

PCT #3 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.

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.

PCT #3 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 3,744 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 Companion volunteers 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 usually between the hours from 8:00 am to 5:00 pm Monday thru Friday, excluding holidays and weekends.

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

Precinct #3 CDBG funds will be used to fund a volunteer stipend of $2.65 per hour for at least six (6) low-income SCP volunteers age 62 years and older; serve and assist at least eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

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 within the boundaries of Precinct #3

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
SCP volunteer stipend @ $2.65 per/hour	$ 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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,335.60	Stipend $2.65 @ 504 hrs.
September	$ 1,272.00	Stipend $2.65 @ 480 hrs.
October	$ 1,272.00	Stipend $2.65 @ 480 hrs.
November	$ 1,208.40	Stipend $2.65 @ 456 hrs.
December	$ 1,272.00	Stipend $2.65 @ 480 hrs.
January	$1,272.00	Stipend $2.65 @ 480 hrs.
February	$ 1,208.40	Stipend $2.65 @ 456 hrs.
March	$ 1,159.60	Stipend $2.65 @ 438 hrs.
April	$0.00	
May	$0.00	
TOTAL:	**$ 10,000.00**	Stipend $2.65 @ 3774 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
Provider # 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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	In-Home Care Service
November	24	In-Home Care Service
December	24	In-Home Care Service
January	24	In-Home Care Service
February	24	In-Home Care Service
March	24	In-Home Care Service
April	0	
May	0	
Total for the Year:	**24**	

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.

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.

PCT #4 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour. Senior Companion volunteers will serve four hours a day for five days a week for 3,774 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 Companion volunteers 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 usually between the hours from 8:00 am to 5:00 pm Monday thru Friday, excluding holidays and weekends.

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

Precinct #4 CDBG funds will be used to fund a volunteer stipend of $2.65 per hour for at least six (6) low-income SCP volunteers age 62 years and older; serve and assist at least eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

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 provided at the respective individual's home within the boundaries of Precinct #4.

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
SCP volunteer stipend @ $2.65 per/hour	$10,000.00
TOTAL GRANT BUDGET:	**$10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Project #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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,335.60	Stipend $2.65 @ 504 hrs.
September	$ 1,272.00	Stipend $2.65 @ 480 hrs.
October	$ 1,272.00	Stipend $2.65 @ 480 hrs.
November	$ 1,208.40	Stipend $2.65 @ 456 hrs.
December	$ 1,272.00	Stipend $2.65 @ 480 hrs.
January	$ 1,272.00	Stipend $2.65 @ 480 hrs.
February	$ 1,208.40	Stipend $2.65 @ 456 hrs.
March	$ 1,159.60	Stipend $2.65 @ 438 hrs.
April	$0.00	
May	$0.00	
TOTAL:	**$ 10,000.00**	Stipend $2.65 @ 3774 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
Proposed

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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	In-Home Care Service
November	24	In-Home Care Service
December	24	In-Home Care Service
January	24	In-Home Care Service
February	24	In-Home Care Service
March	24	In-Home Care Service
April	0	
May	0	
Total for the Year:	**24**	

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.

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 1,887 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 in home.

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 usually between the hours from 8:00 am to 5:00 pm Monday thru Friday, excluding holidays and weekends.

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

Mercedes CDBG funding will be used to fund a volunteer stipend of $2.65 per hour for at least six (6) low-income SCP volunteers age 62 years and older; serve and assist at least eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

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 within the boundaries of the City of Mercedes.

Exhibit B-1
GRANT BUDGET
City of Alexander

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
SCP volunteer stipend @ $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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,409.80	Stipend $2.65 @ 532 hrs.
September	$ 1,484.00	Stipend $2.65 @ 560 hrs.
October	$ 1,484.00	Stipend $2.65 @ 560 hrs.
November	$ 622.20	Stipend $2.65 @ 235 hrs.
December	$ 0.00	
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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	In-Home Care Service
November	24	In-Home Care Service
December	0	In-Home Care Service
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**24**	

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 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.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 4,000.00 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 1510 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 in home.

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 usually between the hours from 8:00 am to 5:00 pm Monday thru Friday, excluding holidays and weekends.

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

San Juan CDBG funding will be used to fund a volunteer stipend of $2.65 per hour for at least six (6) low-income SCP volunteers age 62 years and older; serve and assist at least eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

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 within the boundaries of the City of San Juan.

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
SCP volunteer stipends @ $2.65 per/hour	$ 4,000.00
TOTAL GRANT BUDGET:	**$4,000.00**

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,558.20	Stipend $2.65 @ 588 hrs.
September	$ 1,484.00	Stipend $2.65 @ 560 hrs.
October	$ 957.80	Stipend $2.65 @ 362 hrs.
November	$0.00	
December	$0.00	
January	$0.00	
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	**$ 4,000.00**	Stipend $2.65 @ 1510 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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	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:	**24**	

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

Exhibit A
STATEMENT OF WORK
City of Weslaco

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

Weslaco 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.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 3,500.00 Awarded By: City of Weslaco

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

Weslaco 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 1321 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 in home.

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 usually between the hours from 8:00 am to 5:00 pm Monday thru Friday, excluding holidays and weekends.

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

Weslaco CDBG funding will be used to fund a volunteer stipend of $2.65 per hour for at least six (6) low-income SCP volunteers age 62 years and older; serve and assist at least eighteen (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

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 within the boundaries of the City of Weslaco.

Exhibit B-1
GRANT BUDGET
City of Weslaco

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
SCP volunteer stipends @ $2.65 per/hour	$ 3,500.00
TOTAL GRANT BUDGET:	**$3,500.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Weslaco

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$ 1,335.60	Stipend $2.65 @ 504 hrs.
September	$ 1,272.00	Stipend $2.65 @ 480 hrs.
October	$ 892.40	Stipend $2.65 @ 337 hrs.
November	$0.00	
December	$0.00	
January	$0.00	
February	$0.00	
March	$0.00	
April	$0.00	
May	$0.00	
TOTAL:	**$ 3,500.00**	Stipend $2.65 @ 1321 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 Weslaco

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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	24	In-Home Care Service
September	24	In-Home Care Service
October	24	In-Home Care Service
November	0	
December	0	
January	0	
February	0	
March	0	
April	0	
May	0	
Total for the Year:	**24**	

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-21758 **19.Z.**

Open Hands Community Charitable Services

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
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 23 (2010).

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, 2010. (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: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $20,000.00

Attachments

Link: Open Hands Community

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:43 PM	APRV
2	Perla Lopez	Perla Lopez	06/22/2010 03:41 PM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:40 AM	APRV
4	Perla Lopez	Perla Lopez	06/24/2010 11:13 AM	APRV
5	Purchasing Department	Angela Garcia	06/24/2010 11:25 AM	APRV

6	Auditor's Office	06/25/2010 05:20 PM	NEW
Form Started By: Hilda Bazan		Started On: 06/21/2010 01:39 PM	
Final Approval Date: 06/25/2010			

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **OPEN HANDS COMMUNITY CHARITABLE SERVICES**, 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 **$20,000.00**, 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, 2011) 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 the **OPEN HANDS COMMUNITY CHARITABLE SERVICES.**

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**:

Open Hands Community Charitable Services
Attn: David Green
P.O. Box 489
Donna, Texas 78537
email: openhandskg1@sbcglobal.com
Phone: (956) 461-6920
Fax: (956) 461-6920 *same as phone*

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Open Hands Community Charitable Services
Address: P.O. Box 489
City/State/Zip: Donna, Texas 78537
Federal I.D. # or Soc. Sec. #: 73-1639887
DUNS #: 168500846

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
Precinct #1

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

Will be able to feed below poverty and low income individuals / families with much need uncooked food.

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.

Boxes of uncooked food will be distributed every Saturday morning from 6:00 am until 9:30 am at the agencies premises the service. Services will be provided year round.

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.)

Each week we are approached by families needing help. This funding will enable the agency to increase the number of families helped. Those needing help fill in application forms to determine their eligibility.

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

All ages, gender and ethnicity are served. Economic background is below poverty to low income. The area served is the Donna area and its outlying colonias.

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

The funded services will take place at the agency's premises at 301 South 17th Street, Donna, Texas 78537.

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
Project #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.

2010- 2011 For the Months of...	**Estimated Amount Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 2,500.00	Purchase of food
August	$ 2,500.00	Purchase of food
September	$ 2,000.00	Purchase of food
October	$ 2,000.00	Purchase of food
November	$ 2,000.00	Purchase of food
December	$ 2,000.00	Purchase of food
January	$ 2,000.00	Purchase of food
February	$ 1,500.00	Purchase of food
March	$ 1,500.00	Purchase of food
April	$ 1,000.00	Purchase of food
May	$ 1,000.00	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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	1000	Distribution of food
August	200	Distribution of food
September	50	Distribution of food
October	50	Distribution of food
November	100	Distribution of food
December	100	Distribution of food
January	50	Distribution of food
February	50	Distribution of food
March		Distribution of food
April		Distribution of food
May		Distribution of food
Total for the Year:	1600	

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-21757 **19.AA.**

San Juan|Youth Program

CC REGULAR

Date: 06/29/2010
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Lupita Garcia
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 23 (2010).

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, 2010. (See the attached exhibits)

Subrecipient:	San Juan Youth Program	
Individual Agreement amounts:	Hidalgo County Precinct #2 City of San Juan	$10,400.00 $ 5,000.00
Total Funding Amount:		$15,400.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $15,400.00

Attachments

Link: San Juan Youth Prg.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:42 PM	APRV
2	Perla Lopez	Perla Lopez	06/22/2010 03:35 PM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:40 AM	APRV
4	Perla Lopez	Perla Lopez	06/24/2010 11:11 AM	APRV

5	Purchasing Department Angela Garcia	06/24/2010 11:25 AM	APRV
6	Auditor's Office	06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan Started On: 06/21/2010 01:33 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **SAN JUAN YOUTH PROGRAM, INC.**, 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 **$15,400.00**, 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, 2011) 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 the SAN JUAN YOUTH PROGRAM, INC..

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**:

San Juan Youth Program, Inc.
Attn: Jennifer Martinez / Jesse Ramirez
709 South Nebraska Avenue
San Juan, Texas 78589
email: jenmartinez@cityofsanjuantexas.com / jjramirez88@hotmail.com
Phone: (956) 223-2350
Fax: (956) 702-6445

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: San Juan Youth Program
Address: 301 East Hall Acres
City/State/Zip: San Juan, Texas 78589
Federal I.D. # or Soc. Sec. #: 74-2968441
DUNS #: 617237719

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
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 / 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. Winter season runs from October thru December and the Spring season starts in March thru May with All-Stars starting at the beginning of June.

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 servicing approximately 125 children, low income, between the ages of 3-15 yrs. old living in the Pct 2. area.

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

Games are held at 1419 S. San Antonio Avenue, San Juan, TX. Practice sites vary depending on the coaches but are throughout 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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$0.00	
August	$0.00	
September	$0.00	
October	$ 1,850.00	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	$ 900.00	Umpire fees/uniforms/trophies
April	$ 2,750.00	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.

2010 - 2011 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	0	
October	100	Baseball
November	15	Baseball
December	0	Baseball
January	0	
February	0	
March	15	Baseball
April	10	Baseball
May	0	Baseball
Total for the Year:	**140**	

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 / 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. Winter season runs from October thru December and the Spring season starts in March thru May with All-Stars starting at the beginning of June.

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 3-15 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 at 1419 S. San Antonio Ave. San Juan, TX. Practice sites vary depending on the coaches but are throughout 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.

2010 - 2011 **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.

2010 - 2011 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	285	Baseball
April	15	Baseball
May	0	
Total for the Year:	**300**	

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-21756 **19.BB.**

Subrecipient Agreement - Boys & Girls Club (Alamo-San Juan)
CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
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 23 (2010).

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, 2010. (See the attached Exhibits).

Subrecipient:	Individual Agreement Amounts:	
Boys & Girls Club of Alamo - San Juan	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: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $63,500.00

Attachments

Link: Boys & Girls Club Alamo-San Juan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 12:42 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 08:38 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber

Started On: 06/21/2010 01:13 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **BOYS & GIRLS CLUB OF ALAMO, INC.**, 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 **$ 63,500.00,** 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, 2011) 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.**

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 **BOYS & GIRLS CLUB OF ALAMO, INC.**.

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**:

Boys & Girls Club of Alamo, Inc.
Attn: Lyle Skaggs, Jr.
501 North 13th Street
Alamo, Texas 78516
Email: bgclubs_alamosanjuan@yahoo.com
Phone: (956) 782-5437
Fax: (956) 782-0741

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20__.

_____ _____

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

SUBRECIPIENT Name: Boys & Girls Club of Alamo, Inc.
Address: 501 North 13th Street
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #: 74-2713813
DUNS #: 009562666

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
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 & 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 in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 3:30p.m. Afterschool M-F from 3:00 pm – 7:30 p.m.. During sport leagues until 10:00 p.m. Saturday & Sundays all day for special events, sports leagues games & tournaments. Our building based programs 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 continued access to services for extremely low and/or low to moderate income residents that otherwise would go unserved. Open additional after-school sites in Alamo & San Juan schools.

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 from Precinct 1. Estimated number serviced in this area is 100 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 30 children. These monies are used to leverage other grant money.

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, **Villagomez Baseball Park** - 600 S. Ridge Rd. Alamo,TX , & **Alamo Sports Complex** - 600 S. Ridge Rd., Alamo, Texas; **Memorial Ext.** – 800 S. Alamo Rd., Alamo, TX; **Guerra Ext.** – 807 FM 495, Alamo, TX; **Austin Ext.** – 804 S. Stewart Rd., San Juan, TX

Exhibit B-1
GRANT BUDGET
Project #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 provide direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s)	$ 9,000.00
Purchase of Recreational Equipment & Supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
Project #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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,300.00	Program Salaries/ Equipment Supplies
August	$ 900.00	Program Salaries/ Equipment Supplies
September	$ 900.00	Program Salaries/ Equipment Supplies
October	$ 900.00	Program Salaries/ Equipment Supplies
November	$ 900.00	Program Salaries/ Equipment Supplies
December	$ 900.00	Program Salaries/ Equipment Supplies
January	$ 900.00	Program Salaries/ Equipment Supplies
February	$ 900.00	Program Salaries/ Equipment Supplies
March	$ 900.00	Program Salaries/ Equipment Supplies
April	$ 900.00	Program Salaries/ Equipment Supplies
May	$ 600.00	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
Packet #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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	60	Provide youth services in the areas of :
August	0	Character & Leadership Development,
September	20	Education & Career Development, The Arts,
October	0	Sports, Fitness, & Recreation, Health & Life Skills.
November	0	Provide youth services in the areas of :
December	5	Character & Leadership Development,
January	5	Education & Career Development, The Arts,
February	0	Sports, Fitness, & Recreation, Health & Life Skills.
March	5	Provide youth services in the areas of :
April	5	Character & Leadership Development,
May	0	Education & Career Development, The Arts,
Total for the Year:	**100**	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 in a variety of ways. In-school Monday thru Friday 8:30 am to 3:30 pm. After-school M-F from 3:00 pm – 7:30 pm. During sport leagues until 10:00 pm Saturday & Sundays all day for special events, sports leagues games & tournaments. Our building based programs 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 continued access to services for extremely low and/or low to moderate income residents that otherwise would go unserved. Open additional after-school sites in Alamo & San Juan schools.

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 from Precinct 2. Estimated number 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 30% of the estimated annual number served or approximately 45 children. These monies are used to leverage other grant money.

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, **Villagomez Baseball Park** - 423 N. Tower Rd. Alamo, TX; **Alamo Sports Complex** - 600 S. Ridge Rd. Alamo, TX; **Memorial Ext.** – 800 S. Alamo Rd. Alamo, TX; **Austin Ext.** – 804 S. Stewart Rd., San Juan, TX

Exhibit B-1
GRANT BUDGET
Project #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)	$ 12,500.00
Purchase of Recreational Equipment & Supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
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.

2010 - 2011 **For the Months of...**	**Estimated Amount** **Of Expenditures**	**Type of Budgeted Expenditures**
July	$ 1,500.00	Program Salaries/ equipment
August	$1,200.00	Program Salaries/ Equipment
September	$ 1,200.00	Program Salaries/ Equipment
October	$ 1,200.00	Program Salaries/ Equipment
November	$ 1,200.00	Program Salaries/ Equipment
December	$ 1,200.00	Program Salaries/ Equipment
January	$ 1,200.00	Program Salaries/ Equipment
February	$ 1,200.00	Program Salaries/ Equipment
March	$ 1,200.00	Program Salaries/ Equipment
April	$ 1,200.00	Program Salaries/ Equipment
May	$ 1,200.00	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
Product #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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	40	Provide youth services in the areas of :
August		Character & Leadership Development,
September	5	Education & Career Development, The Arts,
October	5	Sports, Fitness, & Recreation, Health & Life Skills.
November	5	Provide youth services in the areas of :
December	5	Character & Leadership Development,
January	15	Education & Career Development, The Arts,
February		Sports, Fitness, & Recreation, Health & Life Skills.
March	35	Provide youth services in the areas of :
April	35	Character & Leadership Development,
May	5	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 in a variety of ways. In-school Monday thru Friday 8:30 am to 3:30 pm. After-school M-F from 3:00 pm – 7:30 pm. During sport leagues until 10:00 pm Saturday & Sundays all day for special events, sports leagues games & tournaments. Our building based programs 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 continued access to services for extremely low and/or low to moderate income residents that otherwise would go unserved. Open additional after-school sites in Alamo & San Juan schools.

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, **Villagomez Baseball Park** – 423 N. Tower Rd., Alamo, TX ; **Alamo Sports Complex** - 600 S. Ridge Rd., Alamo, TX; **Memorial Ext.** – 800 S. Alamo Rd., Alamo, TX; **Guerra Ext.** – 807 FM 495 Alamo, TX; **Austin Ext.** – 804 S. Stewart Rd., San Juan, TX

Exhibit B-1
GRANT BUDGET
City of Miami

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)	$ 29,000.00
Purchase of Recreational Equipment & Supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 30,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City of Mango

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 5,000.00	Program Salaries/ Equipment Supplies
August	$ 1,500.00	Program Salaries/ Equipment Supplies
September	$ 2,000.00	Program Salaries/ Equipment Supplies
October	$ 2,000.00	Program Salaries/ Equipment Supplies
November	$ 2,000.00	Program Salaries/ Equipment Supplies
December	$ 2,500.00	Program Salaries/ Equipment Supplies
January	$ 2,500.00	Program Salaries/ Equipment Supplies
February	$ 2,000.00	Program Salaries/ Equipment Supplies
March	$ 4,000.00	Program Salaries/ Equipment Supplies
April	$ 4,000.00	Program Salaries/ Equipment Supplies
May	$ 2,500.00	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.

2010 - 2011 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:	**320**	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 in a variety of ways. In-school Monday thru Friday 8:30 am to 3:30 pm. After-school M-F from 3:00 pm – 7:30 pm. During sport leagues until 10:00 pm Saturday & Sundays all day for special events, sports leagues games & tournaments. Our building based programs 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 continued access to services for extremely low and/or low to moderate income residents that otherwise would go unserved. Open additional after-school sites in Alamo & San Juan schools.

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 100 of which a majority is considered extremely low and/or low to moderate income. These monies cover approximately 30% 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, **Villagomez Baseball Park** – 423 N. Tower Rd., Alamo, TX ; **Alamo Sports Complex** - 600 S. Ridge Rd., Alamo, TX; **Memorial Ext.** – 800 S. Alamo Rd., Alamo, TX; **Guerra Ext.** – 807 FM 495 Alamo, TX; **Austin Ext.** – 804 S. Stewart Rd., San Juan, 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)	$ 9,000.00
Purchase of Recreational Equipment & Supplies	$ 1,000.00
	$
	$
	$
	$
	$
	$
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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,300.00	Program Salaries/ Equipment Supplies
August	$ 900.00	Program Salaries/ Equipment Supplies
September	$ 900.00	Program Salaries/ Equipment Supplies
October	$ 900.00	Program Salaries/ Equipment Supplies
November	$ 900.00	Program Salaries/ Equipment Supplies
December	$ 900.00	Program Salaries/ Equipment Supplies
January	$ 900.00	Program Salaries/ Equipment Supplies
February	$ 900.00	Program Salaries/ Equipment Supplies
March	$900.00	Program Salaries/ Equipment Supplies
April	$900.00	Program Salaries/ Equipment Supplies
May	$600.00	Program Salaries/ Equipment Supplies
TOTAL:	**$ 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
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.

2010 - 2011 For the months of....	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	60	Provide youth services in the areas of :
August		Character & Leadership Development,
September	20	Education & Career Development, The Arts,
October		Sports, Fitness, & Recreation, Health & Life Skills.
November		Provide youth services in the areas of :
December	5	Character & Leadership Development,
January	5	Education & Career Development, The Arts,
February		Sports, Fitness, & Recreation, Health & Life Skills.
March	5	Provide youth services in the areas of :
April	5	Character & Leadership Development,
May		Education & Career Development, The Arts,
Total for the Year:	**100**	Sports, Fitness, & Recreation, Health & Life Skills.

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-21748 **19.CC.**

Sub- Agreement-Arise South Tower

CC REGULAR

Date:	06/29/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with Arise South Tower (Public Services) in the amount of $10,000.00 for Urban County Program Year 23, (2010).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for fringe benefits for staff providing direct services and the purchase of minor supplies. The Agreement shall be effective on July 1, 2010. (See the attached Exhibits).

Subrecipient:	Arise South Tower	
Individual Agreement amounts:	Hidalgo County Precinct # 2	10,000.00
Total Funding Amount:		$10,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Agreement Amount: $10,000.00

Attachments

Link: Arise agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 03:54 PM	APRV
2	Perla Lopez	Perla Lopez	06/24/2010 09:35 AM	APRV
3	Auditor's Office	Angela Garcia	06/24/2010 10:43 AM	APRV

4	Perla Lopez	Perla Lopez	06/24/2010 11:07 AM	APRV
5	Purchasing Department	Angela Garcia	06/24/2010 11:25 AM	APRV
6	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Hilda Bazan Started On: 06/18/2010 04:50 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 1st day of July, 20 10, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **ARISE SOUTH TOWER**, 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 **$10,000.00,** 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, 2011) 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.**

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 the **ARISE SOUTH TOWER.**

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**:

ARISE South Tower
c/o Lourdes Flores, Executive Director
P.O. Box 778
Alamo, Texas 78516
Phone #: (956) 783-6959
Fax #: (956) 783-0274
Email: Lourdes_flores70@yahoo.com

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 **1st day of July 2010** 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 2011.**

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: ARISE South Tower
Address: 330 W. San Bernardino
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #:74-28625887
DUNS #: PENDING

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
Precinct #2

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

Participants will be enrolled and active in programs provided by ARISE. Summer program will include the reading program, arts & crafts, citizenship preparation, health support group, etc. There are two cycles per year and one six week summer and reading program.

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 – for staff providing direct services.

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.

Participants will be enrolled and active in programs provided by ARISE. Summer program will include the reading program, arts & crafts, citizenship preparation, health support group, etc. There are two cycles per year and one six week summer and reading program.

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 outreach program is very necessary for delivering information (outreach) and registering participants in the appropriate program.

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

Beneficiaries are from low income families. Approximately 1700 participants ages from 4 and up both female and male are from the South Tower surrounding area in South Alamo, Texas.

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

ARISE South Tower Center – 330 West San Bernardino, Alamo, Texas and surrounding colonia areas.

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 staff providing direct services	$ 10,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Initials _____

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.

2010 - 2011 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$5,000.00	Salaries
September	$5,000.00	Salaries
October		
November		
December		
January		
February		
March		
April		
May		
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.

2010 - 2011 **For the months of....**	**Number of Unduplicated Beneficiaries to be Serviced**	**Services Provided**
July	550	Outreach services, health support groups, summer program, ESL, citizenship preparation, etc.
August	225	Outreach services, health support groups, summer program, ESL, citizenship preparation, etc.
September	270	Outreach services, health support groups, summer program, ESL, citizenship preparation, etc.
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	**1045**	

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-21737 **19.DD.**

Interlocal Agreement - City member consortium

CC REGULAR

Date:	06/29/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Authorization for Hidalgo County Judge Rene A. Ramirez to execute the Hidalgo county Urban County program Interlocal Agreements with (16) member City Consortium for Urban County Program Year 23 (2010).

BACKGROUND

In order to ensure the proper expenditures of CDBG funds, as outlined in 24 CFR Part 570 and other related federal rules and regulations as they apply, and 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	Elsa	La Villa	Progreso
Alton	Granjeno	Mercedes	San Juan
Donna	Hidalgo	Palmview	Sullivan City
Edcouch	La Joya	Peñitas	Weslaco

Fiscal Impact

Attachments

Link: city member consortium

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 03:58 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 08:50 AM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Estella Webber — Started On: 06/18/2010 03:09 PM

Final Approval Date: 06/25/2010

2010 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 **City of _____**, 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 **$9,139,948.00** of Fiscal Year 2010 Community Development Block Grant (CDBG) Funds under Grant No. B-10-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 **$9,139,948.00** for **Fiscal Year 2010** 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 2010**. 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, 2011** 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, 2011** 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-10-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 2010 – 2013 Three-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 2010 – 2013 Three-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this ____ Day of _____, 2010.

ATTEST:

_____ _____

Arturo Guajardo
County Clerk

Rene A. Ramirez,
Hidalgo County Judge

ATTEST:

_____ _____

CITY SECRETARY

MAYOR

_____

DATE

Approved as to form: _____

Steve Crain, Legal Counsel

AI-21807 **20.A.**

Planning Department-Appointment of Member Pct. 1

CC REGULAR

Date:	06/29/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Appointment of Member for the Hidalgo County Subdivision Advisory Board
1. Lonnie Berry – Pct. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/22/2010 04:14 PM	APRV
2	Olga Garza	Olga Garza	06/23/2010 03:29 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW
Form Started By: Nora Cavazos			Started On: 06/22/2010 04:03 PM	
Final Approval Date: 06/25/2010				

AI-21852 **21.A.**

Request to delete one (1) Chief Operations Manager and create one (1) General Operations Manager

CC REGULAR

Date:	06/29/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Pct. #4 R&B (1200):
1. Approval to delete one (1) vacant regular full time Chief Operations Manager position, slot no. 0057, budgeted salary, $85,000.00.
2. Approval to create one (1) regular full time General Operations Manager, slot no. 0059, budgeted salary $84,357.00.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: PARS
Link: REVISED SALARY SCH.
Link: FISCAL NOTE
Link: PAR - CHIEF
Link: PARS - OPERATIONS MGR.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/25/2010 04:42 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 04:44 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/25/2010 05:02 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Rosie Cantu — Started On: 06/25/2010 04:32 PM

Final Approval Date: 06/25/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT NO. 4- R&B (124-007) **DATE:** 06/21/2010

CURRENT POSITION TITLE: CHIEF OPERATIONS MANAGER **CURRENT SLOT. #:** 057

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETION OF POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 85,000.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ (85,000.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other surplus funding from deleted position

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)

THE PRECINCT ALREADY UTILIZES A CHIEF ADMINISTRATOR POSITION AND THE NEW TITLE OF GENERAL OPERATIONS MANAGER BETTER DESCCRIBES THE OVERALL TASKS AND DUTIES ASSIGNED TO THIS POSITION.

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

Position Deletion and Creation - NO Budgetary Impact.
pc

1.	D. H. Garza, Jr. mg DEPARTMENT HEAD	6/28/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT NO. 4- R&B (124-007) **DATE:** 06/25/2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 059

REQUESTED POSITION TITLE: GENERAL OPERATIONS MANAGER
(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- (Current Budgeted Salary) $ 84,357.00 (Proposed Budgeted Salary) $ 84,357.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other NO BUDGETARY IMPACT; TO BE FUNDED FROM FUNDS FROM DELETED CHIEF OPERAT. MGR. POSI

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)

Assist Commissioner in daily operations of Hidalgo County Precinct 4 and oversee projects. Attend County department(s) meetings as well as other entity (City, Colonia, School, State, etc.) meetings to remain current on status of all on going projects and/or discussion of new projects.

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)

CREATION OF POSITION WILL RESULT IN COST SAVINGS.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Position Deletion and Creation - No budgetary Impact.
PC

1. O. L. Garza, Jr. / DEPARTMENT HEAD	6/28/2010 / DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. / HUMAN RESOURCES DIRECTOR	/ DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. / DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 / DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-124-007-0

AI - 218

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	113	EXECUTIVE ASST	64,042.00	20,958.00	85,000.00	0	0.00	0.00	85,000.00	85,000.00	1,680.00	0.00	0.00	0.00	0.00
0002	113	FIELD OPERATIONS DIRECTOR	48,916.00	0.00	0.00	0	0.00	0.00	48,916.00	48,916.00	612.94	0.00	4,000.00	0.00	0.00
0003	113	SP/PROJ COORD	47,592.00	0.00	0.00	0	0.00	0.00	47,592.00	47,592.00	1,081.70	0.00	3,874.00	0.00	0.00
0004	113	ACCOUNTS PAYABLE SPECIALIST III	42,428.00	0.00	0.00	0	0.00	0.00	42,428.00	42,428.00	1,393.00	0.00	2,500.00	0.00	0.00
0005	113	HEAVY EQ OP III	38,205.30	0.00	0.00	0	0.00	0.00	38,205.00	38,205.00	1,560.00	0.00	0.00	0.00	0.00
0006	113	CHIEF ADMIN	36,120.00	1,380.00	37,500.00	0	0.00	0.00	37,500.00	37,500.00	780.00	0.00	0.00	0.00	0.00
0007	113	HEAVY EQ OP III	42,588.00	0.00	0.00	0	0.00	0.00	42,588.00	42,588.00	540.00	0.00	0.00	0.00	0.00
0008	113	HEAVY EQ OP III	37,659.30	0.00	0.00	0	0.00	0.00	37,659.00	37,659.00	960.00	0.00	0.00	0.00	0.00
0009	113	MECHANIC III	34,433.00	0.00	0.00	0	0.00	0.00	34,433.00	34,433.00	600.00	0.00	0.00	0.00	0.00
0010	113	HEAVY EQ OP II	32,836.65	0.00	0.00	0	0.00	0.00	32,837.00	32,837.00	1,440.00	0.00	0.00	0.00	0.00
0012	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00
0013	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	660.00	0.00	0.00	0.00	0.00
0014	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	1,020.00	0.00	0.00	0.00	0.00
0015	113	CLERK/RECEPTIONIST	29,242.00	0.00	0.00	0	0.00	0.00	29,242.00	29,242.00	420.00	0.00	1,500.00	0.00	0.00
0016	113	TRCK DRIVER II	28,812.00	0.00	0.00	0	0.00	0.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00
0017	113	TRF SA/SPC III	28,771.00	0.00	0.00	0	0.00	0.00	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00
0018	113	TRCK DRVER III	28,529.00	0.00	0.00	0	0.00	0.00	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00
0019	113	HEAVY EQ OP I	28,487.00	0.00	0.00	0	0.00	0.00	28,487.00	28,487.00	540.00	0.00	0.00	0.00	0.00
0020	113	HEAVY EQ OP II	28,398.00	0.00	0.00	0	0.00	0.00	28,398.00	28,398.00	540.00	0.00	0.00	0.00	0.00
0021	113	TRCK DRVER III	28,320.00	0.00	0.00	0	0.00	0.00	28,320.00	28,320.00	480.00	0.00	0.00	0.00	0.00
0022	113	HEAVY EQ OP II	28,140.00	0.00	0.00	0	0.00	0.00	28,140.00	28,140.00	960.00	0.00	0.00	0.00	0.00
0023	113	HEAVY EQ OP II	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	540.00	0.00	0.00	0.00	0.00
0024	113	HEAVY EQ OP II	30,294.00	0.00	0.00	0	0.00	0.00	30,294.00	30,294.00	0.00	0.00	0.00	0.00	0.00
0025	113	MAINTENANCE III	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	900.00	0.00	0.00	0.00	0.00
0026	113	MECHANIC I	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00
0027	113	TIRE REPAIR	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00
0028	113	HEAVY EQ OP II	27,413.00	0.00	0.00	0	0.00	0.00	27,413.00	27,413.00	1,080.00	0.00	0.00	0.00	0.00
0029	113	HEAVY EQ OP II	26,090.00	0.00	0.00	0	0.00	0.00	26,090.00	26,090.00	420.00	0.00	0.00	0.00	0.00
0030	113	HEAVY EQ OP II	25,647.00	0.00	0.00	0	0.00	0.00	25,647.00	25,647.00	420.00	0.00	0.00	0.00	0.00
0031	113	MAINTENANCE II	25,556.00	0.00	0.00	0	0.00	0.00	25,556.00	25,556.00	540.00	0.00	0.00	0.00	0.00
0032	113	HEAVY EQ OP II	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	540.00	0.00	0.00	0.00	0.00
0034	113	HEAVY EQ OP I	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00
0035	113	HEAVY EQ OP II	23,808.00	0.00	0.00	0	0.00	0.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00
0036	113	HEAVY EQ OP II	26,308.00	0.00	0.00	0	0.00	0.00	26,308.00	0.00	0.00	0.00	0.00	0.00	0.00
0037	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00
0038	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00
0039	113	MAINTENANCE II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-124-007-0

AI - 218

PCT. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0040	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00
0041	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00
0042	113	HEAVY EQUIPMENT OPERATOR I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00
0043	113	MAINTENANCE I	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00
0044	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00
0045	113	HEAVY EQ OP II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00
0046	113	HEAVY EQ OP I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00
0047	113	HEAVY EQ OP II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00
0048	113	TRF SA/SPC II	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	900.00	0.00	0.00	0.00	0.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAINTENANCE	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00
0050	113	CUSTODIAN	20,030.00	0.00	20,030.00	0	0.00	3,000.00	23,030.00	21,028.80	0.00	0.00	0.00	0.00	0.00
0051	113	HEAVY EQUIPMENT OPERATOR II	27,329.00	0.00	0.00	0	0.00	0.00	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00
A053	113	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00
0054	113	DIESEL MECHANIC	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	780.00	0.00	0.00	0.00	0.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	840.00	0.00	0.00	0.00	0.00
0056	113	ACCOUNTS PAYABLE SPECIALIST I	22,345.00	0.00	0.00	0	0.00	4,931.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00
		DELETE ↓													
~~**0057**~~	~~**113**~~	~~**CHIEF OPERATIONS MANAGER**~~	~~**0.00**~~	~~**85,000.00**~~	~~**85,000.00**~~	~~**0**~~	~~**0.00**~~	~~**0.00**~~	~~**85,000.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~
0058	113	MECHANIC II	0.00	31,070.00	31,070.00	0	0.00	0.00	31,070.00	31,070.00	0.00	0.00	0.00	0.00	0.00
		CREATE ↓													
0059	**113**	**GENERAL OPERATIONS MANAGER**	**0.00**	**84,357.00**	**84,357.00**	**0**	**0.00**	**0.00**	**84,357.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	1,532,443.25	137,765.00	257,957.00		0.00	7,931.00	1,678,139.00	1,565,472.80	22,227.64	0.00	65,282.00	0.00	0.00

1. Approval to delete one (1) vacant regular full time Chief Operations Manager position, slot no. 0057, budgeted salary, $85,000.00.
2. Approval to create one (1) regular full time General Operations Manager, slot no. 0059, budgeted salary $84,357.00.

*****PERSONNEL ACTIONS PENDING CC APPROVAL.*****

2010 ACTUAL TOTAL COMPENSATION
86,680.00
53,529.00
52,548.00
46,321.00
39,765.00
38,280.00
43,128.00
38,619.00
35,033.00
34,277.00
29,615.00
30,275.00
30,635.00
31,162.00
28,812.00
28,771.00
28,529.00
29,027.00
28,938.00
28,800.00
29,100.00
28,246.00
30,294.00
28,606.00
27,706.00
27,706.00
28,493.00
26,510.00
26,067.00
26,096.00
25,369.00
24,829.00
23,808.00
0.00
22,345.00
22,345.00
22,345.00

2010 ACTUAL TOTAL COMPENSATION
24,845.00
24,845.00
22,345.00
24,845.00
22,345.00
22,345.00
22,345.00
22,345.00
26,641.00
25,741.00
21,029.00
27,329.00
53,408.00
42,780.00
28,840.00
27,276.00
0.00
31,070.00
0.00
1,652,983.00

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.

Agenda Item: 21852

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
Pct. #4 R&B (1200):
1. Approval to delete one (1) vacant regular full time Chief Operations Manager position, slot no. 0057, budgeted salary, $85,000.00.
2. Approval to create one (1) regular full time General Operations Manager, slot no. 0059, budgeted salary $84,357.00

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	CHIEF OPERAIONS MGR.	0057	113	-	-	85,000.00	0.00	(85,000.00)
1200	GENERAL OPERATIONS	0059	113	-	-	0.00	84,357.00	84,357.00
					TOTAL:	85,000.00	84,357.00	(643.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-124-007-0- 113	PCT.4 P/U RD-	REG F/T EMPLOYEES	($330.12)
0-1200-431-00-124-007-0- 211	PCT.4 P/U RD-	HEALTH INSURANCE	$0.00
0-1200-431-00-124-007-0- 212	PCT.4 P/U RD-	LIFE INSURANCE	$0.00
0-1200-431-00-124-007-0- 220	PCT.4 P/U RD-	FICA	$13.86
0-1200-431-00-124-007-0- 230	PCT.4 P/U RD-	RETIREMENT	($25.25)
0-1200-431-00-124-007-0- 250	PCT.4 P/U RD-	UNEMPLOYMENT COMP	($31.43)
0-1200-431-00-124-007-0- 260	PCT.4 P/U RD-	WORKER'S COMP	$0.00
		2010 Budgetary Impact	($372.94)

2011 Budgetary Impact: **($759.53)**

Possible Funding Sources: NO BUDGETARY IMPACT.

Budget Office Recommendation: COST SAVINGS

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT NO. 4- R&B (124-007) **DATE:** 06/25/2010

CURRENT POSITION TITLE: CHIEF OPERATIONS MANAGER **CURRENT SLOT. #:** 057

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETION OF POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: **$** 85,000.00 (Current Budgeted Salary/ Allowance) **$** -0- (Proposed Budgeted Salary/ Allowance) **$** (85,000.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other surplus funding from deleted position

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:
Exempt ☐
Non-Exempt ☑
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☑

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

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.	DEPARTMENT HEAD	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:	**Chief Operations Manager**	**FLSA Status:**	**Non-Exempt**
Dept No:	**124**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:

This is a highly confidential position which requires decision making and county policy implementation. Provides administrative and organizational support to the County Commissioner including researching data and producing reports on various precinct concern/activities. Acts in the capacity of a community relations/government affairs liaison, coordinating activities and reports, addressing community relations concerns, receiving inquires from constituents, government and public/private agencies; and representing the Commissioner at public functions as directed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Set policies for hiring and oversees adherence to EEOC and affirmative action programs and diversity goals set by the county.
- Approves terminations and exercises care that reasons are well documented and are not arbitrary or discrimination.
- Oversees maintenance of accurate and complete personnel records.
- Ensures that rules concerning confidentiality and retention are followed.
- Keeps abreast of legislation affecting human resources; trains management and monitors company policies to ensure compliance.
- Oversees preparation of job descriptions and compensation programs. Seeks incentive programs that encourage excellent performance and increase retention rates.
- Reviews benefits and tries to maximize job satisfaction while keeping the cost of the benefits package under control.
- Works with top management to set long-term staffing goals and strategies.
- Oversees training and safety programs in context of compliance with government regulations.
- Makes regular reports to Chief Administrator & Commissioner.
- Contributes to team effort by performing other related duties as assigned.
- Conducts special research and/or analysis activities related to the precincts community and economic development programs.
- Employee will manage the CIP budget.
- Employee will implement and manage financial planning schedule for special projects.
- Takes statements from injured employees for Workers' Compensation and maintains/updates all Workers' Compensation claims.
- May be requires to assist in the safety program and insure all rules and regulations are being met in accordance to safety standards.

- May act as initial point of contact for constituents.
- Regular attendance is a must.
- Must 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
- Bachelor's degree in Business or supervising experience, preferably with government entity, OR
- Any equivalent combination of experience and training which provided the required knowledge, skills and abilities.
- Knowledge in word processing software or program related to maintain a tax database.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS
- Employee must have a current valid Texas Motor Vehicle Operator's License, Class C.
- Must be able to be insured by the County's insurance carrier.

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 and job duties.

While performing the duties of this job, the employee is required to stand; sit, walk, reach with hand and arms, use hands to finger, handle, or feel objects, tools, or controls, and talk to hear. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty (30) 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 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;

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;
- operating assigned equipment;

Maintain mental capacity, which permits:

- making sound decisions and using good judgment;
- 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;

Approved 2001

AI-21718 **22.A.**

FY 10 Edward Byrne Justice Assistance Grant (JAG) - Public Hearing
CC REGULAR

Date:	06/29/2010
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 2010 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 2010 Edward Byrne Justice Assistance Grant.

BACKGROUND

Authorization to apply for the FY 2010 JAG grant refer to AI#21693 CC 6-22-10.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1282-412-00-115-047-3-XXX

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

BUDGETARY IMPACT:

Hidalgo Co. is eligible to receive $103,606. Funds will be used to fund Salaries & Fringes for the Auxiliary court (Court Coordinator and Bailiff). Please refer to the attached narratives.

Attachments

Link: Jag to apply - ref

Link: application

Link: Narratives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/25/2010 04:03 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 04:05 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/25/2010 04:11 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Manuel Chapa Started On: 06/17/2010 09:25 AM

Final Approval Date: 06/25/2010

AI-21693 **24.B.**

FY 2010 Local Solicitation - Justice Assistance Grant (JAG) - Auxiliary court

CC REGULAR

Date:	06/22/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Edward Byrne Memorial:
1. Authorization and approval to apply for the FY 2010 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

Due date to apply: June 30 , 2010.
Local allocation $103,606.00
No Co. cash match required.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1282-412-00-115-047-3-XXX

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

BUDGETARY IMPACT:

Approval to apply for JAG FY 10 Grant. No budgetary impact.

Grant amount $103,606.00.

Attachments

Link: Solicitation

Link: Tx Allocations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/17/2010 09:43 AM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 11:08 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/18/2010 10:14 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Manuel Chapa — Started On: 06/16/2010 02:39 PM

Final Approval Date: 06/18/2010

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: USA	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):	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, 2010 / Ending Date: September 30, 2012	a. Applicant 15 / b. Project

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Federal	$ 103,606.00	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	$ 103,606.00	☐ 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: Rene	Middle Name
Last Name: Ramirez		Suffix
b. Title: Hidalgo County Judge		c. Telephone Number (give area code): 956-318-2600
d. Signature of Authorized Representative		e. Date Signed

Previous Edition Usable
Authorized for Local Reproduction

Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

2010-H8471-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	2007	2008	2009	TOTAL
92	808	836	945	2,589
93	822	789	862	2,473
139	832	795	875	2,502
206	833	754	818	2,405
275	673	779	849	2,301
332	828	824	897	2,549
370	776	750	765	2,291
389	712	769	760	2,241
398	725	714	803	2,242
430	298	613	694	1,605
449	493	998	1014	2,505
TOTAL	7,800	8,621	9,282	25,703

2010-H8471-TX-DJ
Program Narrative (Attachment I) pg 2

Auxiliary Court New Filings Report in Hidalgo County:

COURT	2007	2008	2009	TOTAL
92	285	27	1	313
93	300	29	5	334
139	5	9	9	23
206	157	150	154	461
275	164	177	45	386
332	6	6	7	19
370	150	185	40	375
389	3	0	3	6
398	3	3	0	6
430	11	3	0	14
449	0	0	0	0
TOTAL	1,084	589	264	1,937

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.

2010-H8471-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, JAG FY 08, and JAG FY 2009 grants. As with the other JAG grants, the new JAG FY 10 grant will be utilized after the preceding JAG grant funds have been exhausted. Our projection reflects the JAG FY 10 grant will start funding these positions on February 2011 and end on December 2011 approximately.

2010-H8471-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 11.017 months of salary and fringes for these two staff members from the Auxiliary Courts starting on February 2011 and ending on December 2011. 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, JAG FY 09 grants, and will be funded by JAG FY 10 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. 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 11.017 Months
JAG-F/T Employee	3,218.92 * 11.017 months	35,463
JAG-Longevity Pay	0.00 * 11.017 months	0
JAG-Interpreter Pay	500.00 * 11.017 months	5,509
JAG-Health Insurance	225.58 * 11.017 months	2,485
JAG-Life Insurance	2.25 * 11.017 months	25
JAG-FICA	284.50 * 11.017 months	3,134
JAG-Retirement	335.45 * 11.017 months	3,695
JAG-Unemployment	18.59 * 11.017 months	205
JAG-Workers Comp.	0.00 * 11.017 months	0
	Total	50,516

2010-H8471-TX-DJ
Budget Narrative (Attachment II) pg. 2

Description	Monthly Amounts x the Number of Months 100%	Employee: Court Coordinator Total Compensation for 11.017 Months
JAG-F/T Employee	3,861.67 * 11.017 months	42,544
JAG-Longevity Pay	40.00 * 11.017 months	441
JAG-Interpreter Pay	0.00 * 11.017 months	0
JAG-Health Insurance	225.58 * 11.017 months	2,485
JAG-Life Insurance	2.25 * 11.017 months	25
JAG-FICA	298.48 * 11.017 months	3,288
JAG-Retirement	371.44 * 11.017 months	4,092
JAG-Unemployment	19.51 * 11.017 months	215
JAG-Workers Comp.	0.00 * 11.017 months	0
	Total	53,090

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 11.017 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 11.017 months.

Budget Summary:

Personnel	78,007
Fringes Benefits	25,599
Total Project Cost	103,606
Federal Request	103,606

2010-H8471-TX-DJ
Review Narrative (Attachment III)

The JAG FY 10 grant application was hand delivered to the Hidalgo County governing body, on June 22, 2010. 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 29, 2009. The JAG Grant Program was presented in public forum and was also televised on the area's public television channel, KMBH – 60.

2010-H8471-TX-DJ
Abstract (Attachment IV)

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.

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.

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.

AI-21853 **22.B.**

TxDOT EDC Application - FM 493

CC REGULAR

Date:	06/29/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) Affidavit and Information sheets for consideration of local participation reduction for the FM 493 Reconstruction and Widening (CSJ:0863-01-047) from Champion St. to U.S. 281.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact - Approval to submit application only.

Attachments

Link: letter from txdot

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	06/25/2010 04:45 PM	APRV
2	Perla Lopez	Perla Lopez	06/25/2010 04:51 PM	APRV
3	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Sergio Cruz — Started On: 06/25/2010 04:37 PM

Final Approval Date: 06/25/2010

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 18, 2010

RECEIVED
JUN 25 2010
COUNTY JUDGE

Honorable Rene Ramirez
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: EDC application for FM 493 Reconstruction and Widening, CSJ (0863-01-047), from Champion St. to US 281

Dear Judge Ramirez:

The subject project is currently funded for an August 2011 letting and requires a ROW agreement. Since the project lies within the jurisdiction of both the City of Donna and Hidalgo County, we would need ROW agreements with both entities for the necessary acquisition. The City of Donna has previously been approved for an EDC reduction for ROW acquisition, and we have an executed ROW agreement with them. Similarly, the County of Hidalgo would be eligible for an EDC reduction for ROW acquisition, and we would need a ROW agreement with the County. The local governments share for ROW acquisition would be 10%. A reduction to this share is allowed through the Economic Disadvantaged County Program. Attached for your review and consideration is a partially completed EDC application and Affidavit for the subject highway project. If the County would like to apply for the Economically Disadvantaged County Program (EDC), please verify the attached information, complete the affidavit and return to us by July 2, 2010. Once processed and approved, we would execute the ROW agreement. The limits of ROW within County limits are as follows:

- *From Stites Rd. to approximately 0.25 miles north of Lott Road*
- *From 0.25 miles north of Lott Road to 1.5 mi north of US 281 (CR 1552)*
- *From 1.5 mi north of US 281 to 0.75 mi north of US 281 – East side only*

Should you have any questions or need additional information please contact Jody Ellington, Director of Transportation Planning and Development or myself at (956) 702-6100. As always, we look forward to working with you toward the implementation of this project.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

MRJ/mrs
attachment (3)
Jesus Noriega, PE, Hector Gonzalez, P.E., Pharr Area Engineer, File

FY 2010 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET

COUNTY Hidalgo **APPLICANT** Hidalgo County

District Contact Information

Name: Melba R. Schaus **Telephone:** 956-702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (2007 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0863-01-047
ESTIMATED LETTING DATE	Aug, 2011

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 493
From: Champion Street
To: US 281

PROJECT SCOPE- Give type of work

Reconstruct and Add Shoulders

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

The unemployment and poverty rates of Hidalgo County are high. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the County. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Total Adjustment - 88

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$1,281,500	10%		$128,150	$15,378
Eligible Utilities	$200,000	10%		$20,000	$2,400
				$0	$0
				$0	$0
TOTAL	$1,481,500			$148,150	$17,778

Approved by _____ **Date** _____

AFFIDAVIT

The State of Texas,

County of _____

Before me, _____ , a notary public in and for the State of Texas, on this day personally appeared _____ , who being by me duly sworn, upon oath says:

I, _____ , representing the city/county of _____ , having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____ , this _____ day of _____ , _____, to certify which witness my hand and seal of office.

My commission expires _____ , _____.

_____

Official Signature

_____

Printed or stamped name of Notary

AI-21847 **22.C.1.**

Pct. 1 P/U Rd Appropriation of funds (1200, prgm 005)
CC REGULAR

Date:	06/29/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #1 R & B (1200):
Approval of 2010 appropriation of funds for the Pct. 1 P/U Rd, program 005, in the amount of $280,000.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $280,000.00 to fund various operating expenditures.

Funds available in unreserved f/b as of 6-25-10.

Attachments

Link: Pct. 1 R & B BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/25/2010 03:20 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 03:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/25/2010 04:13 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Ivan Cantu Started On: 06/25/2010 03:10 PM

Final Approval Date: 06/25/2010

DATE: June 25, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 R & B

ACCOUNT NUMBER: 0-1200-431-00-121-005-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2010
Appropriation

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-121-005-0- 343	Pct. 1 P/U Rd-	Laundry & Dry Cleaning	2,000.00
0-1200-431-00-121-005-0- 346	Pct. 1 P/U Rd-	Hauling & Freight Svcs	100,000.00
0-1200-431-00-121-005-0- 672	Pct. 1 P/U Rd-	Equip & Veh. R & M Suppl.	25,000.00
0-1200-431-00-121-005-0- 673	Pct. 1 P/U Rd-	R & B R & M Supplies	53,000.00
0-1200-431-00-121-005-0- 890	Pct. 1 P/U Rd-	Other	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**280,000.00**

REASON: To fund various operating expenditures as stated above.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21849 **22.C.2.**

Pct. 1 Parks Appropriation of funds (1100)

CC REGULAR

Date:	06/29/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #1 Parks (1100):
Approval of 2010 appropriation of funds for Pct. 1 Parks in the amount of $10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-121-013-0-890

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $10,000.00 for Pct. 1 Parks.

Funds available in G/F unreserved f/b as of 6-25-10.

Attachments

Link: Pct. 1 Parks BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/25/2010 03:51 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 03:52 PM	APRV
3	Roland Garcia	Rolando Garcia	06/25/2010 04:30 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Ivan Cantu Started On: 06/25/2010 03:44 PM

Final Approval Date: 06/25/2010

DATE: June 25, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Parks

ACCOUNT NUMBER: 0-1100-452-00-121-013-0-890

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2010
Appropriation

SUBJECT: **Budget Amendments** (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 Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-452-00-121-013-0- 890	Pct. 1 Parks-	Other	10,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**10,000.00**

REASON: To fund unanticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21844 **22.D.1.**

Election Dept. - Approval to extend ten (10) temporary positions

CC REGULAR

Date:	06/29/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Elections (1100):
a. Approval to extend ten (10) temporary full-time Data Entry Clerk I positions, slot no.'s T110-T119, grade level 01. Positions extended for an additional month, not to exceed 08/01/10.
b. Approval of interdepartmental transfer.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for the one (1) month extension of ten (10) temporary positions and related fringe benefits provided from County Wide Adm. Funds available as of 06/25/10.

Attachments

Link: Transfer
Link: job description
Link: revised salary schedule
Link: fiscal note
Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/25/2010 03:22 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 03:24 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/25/2010 03:35 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Sylvia Solis

Started On: 06/25/2010 01:24 PM

Final Approval Date: 06/25/2010

DATE: June 25, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Elections

ACCOUNT NUMBER: 0-1100-415-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			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(15,169.17)
TO			
0-1100-414-00-130-001-0- 121	ELECTIONS -	TEMP F/T EMPLOYEES	14,026.05
0-1100-414-00-130-001-0- 220	ELECTIONS -	FICA	1,072.99
0-1100-414-00-130-001-0- 250	ELECTIONS -	UNEMPLOYMENT COMP	70.13
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmental transfer to fund the one (1) month extension for ten (10) temporary full-time Data Entry Clerk I positions, slot no, 's T110-T119, grade level 01.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files

Performs editing and maintenance of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for simple applications and corrects entry errors

May provide clerical support

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 35 wpm

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, 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 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.

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
- standing 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 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
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-414-00-130-001-0-

AI - 21844

ELECTIONS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN				73,500.00	73,500.00	0.00	0.00	0.00	0.00	0.00	73,500.00
0007	113	FIELD SERVICE SPECIALIST II	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0010	113	ACCOUNTING CLERK II	8	1	31,815.00	31,815.00	32,000.00	1,920.00	0.00	0.00	0.00	0.00	33,920.00
0011	113	EXECUTIVE ASSISTANT I	11	4	44,287.00	44,287.00	44,410.00	360.00	0.00	0.00	0.00	0.00	44,770.00
0014	113	VOTER REGISTRATION SPCLST II	6	1	27,276.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	27,276.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0016	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,500.00	0.00	0.00	0.00	0.00	0.00	25,500.00
0017	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0018	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0020	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0021	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0022	113	VOTER REGISTRATION SPCLST I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0085	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	41,481.00	41,481.00	1,320.00	0.00	0.00	0.00	0.00	42,801.00
0086	113	ELECTIONS PROJECT COORDINATOR	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0109	113	ACCOUNTANT II	10	2	38,408.00	38,408.00	38,408.00	0.00	0.00	0.00	0.00	0.00	38,408.00
EXTEND THE FOLLOWING POSITIONS:													
T110	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T111	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T112	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T113	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T114	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T115	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-414-00-130-001-0-

AI - 21844

ELECTIONS

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T116	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T117	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T118	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T119	**121**	**DATA ENTRY CLERK I**	**1**	**0**	**16,640.00**	**16,640.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0120	113	ELECTIONS SYSTEM MANAGER	15	1	54,526.00	54,526.00	54,526.00	0.00	0.00	0.00	0.00	0.00	54,526.00
0121	113	ELECTIONS SPECIALIST II	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
0122	113	FIELD SERVICE SPECIALIST I	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
					727,937.00	801,437.00	635,589.00	3,600.00	0.00	0.00	0.00	0.00	639,189.00

Approval to extend ten (10) temporary full-time Data Entry Clerk I positions, slot no.'s T110-T119, grade level 01. Positions extended for an additional month, not to exceed 08/01/10.

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.

Agenda Item: 21844

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:

ELECTIONS (1100):
Approval to extend ten (10) temporary full-time Data Entry Clerk I positions, slot no.'s T110-T119, grade level 01. Positions extended for an additional month, not to exceed 08/01/10.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	DATA ENTRY CLERK I	T110	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T111	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T112	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T113	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T114	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T115	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T116	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T117	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T118	121	1	0	0.00	16,640.00	16,640.00
1100	DATA ENTRY CLERK I	T119	121	1	0	0.00	16,640.00	16,640.00
					TOTAL:	0.00	166,400.00	166,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-414-00-130-001-0- 121	ELECTIONS -	TEMP F/T EMPLOYEES	$14,026.05
0-1100-414-00-130-001-0- 211	ELECTIONS -	HEALTH INSURANCE	-
0-1100-414-00-130-001-0- 212	ELECTIONS -	LIFE INSURANCE	-
0-1100-414-00-130-001-0- 220	ELECTIONS -	FICA	$1,072.99
0-1100-414-00-130-001-0- 230	ELECTIONS -	RETIREMENT	-
0-1100-414-00-130-001-0- 250	ELECTIONS -	UNEMPLOYMENT COMP	$70.13
0-1100-414-00-130-001-0- 260	ELECTIONS -	WORKER'S COMP	-
		2010 Budgetary Impact	$15,169.17

2011 Budgetary Impact: -

Possible Funding Sources: CO. WIDE CONTINGENCY

Budget Office Recommendation:

EXTENSION OF TEMPORARY POSITIONS FROM JULY 1, 2010 THROUGH AUGUST 1, 2010,
FUNDING PROVIDED FROM CO. WIDE CONTINGENCY FOR THE ONE (1) MONTH EXTENSION.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Elections Department

DATE: Enter Date
06/25/10

CURRENT POSITION TITLE: Enter position Title
~~**Elections Specialist**~~ Data Entry Clerk I

CURRENT SLOT. #: Enter current
T110-T119

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)
~~**Elections Specialist**~~ Data Entry Clerk I RC

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 16,640.00 x 10 positions (Current Budgeted Salary) $ **16,640.00 X 10 positions** (Proposed Budgeted Salary) $ **166,400.00** (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**

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.00 p/hr (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ 8.00 * 2,080 = $16,640.00 (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

07/01/10	12/31/10	8 AM – 5 PM	40	6 Months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Necessary for upcoming elections, scanning project, shredding project, and redistricting project.

NEW POSITION: Brief job description and attach a copy of the new job description.

Will work under the direction of the Elections Administrator and will work closely with Data Processor, Elections, and IT Managers in the performance of the duties of elections, processing voter registration applications and forms, working with the public to answer questions and assist with public requests and will assist in transporting, maintenance, set-up, assembly, testing and inventory of all electronic and computer equipment.

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.	Yvonne Ramon	06/25/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
	DEPARTMENT HEAD	DATE			
2.			PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		6/28/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

AI-21657 **22.D.2.**

Request to extend temporary positions (CountyWide)
CC REGULAR

Date:	06/29/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero, Budget Officer
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

CountyWide:
a. Discussion, consideration, and approval to extend twenty-two (22) temporary positions in 2010 as listed on attachment. Positions not to exceed 12/31/2010.
b. Approval of intradepartmental transfers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

See attached fiscal notes for Budgetary impact.

Attachments

Link: DA BAD CHECK
Link: DA STATE
Link: PCT. 2
Link: PCT. 3
Link: TRANSFERS
Link: JUV. PROB
Link: TYCPY
Link: LIST OF TEMP. POSITIONS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/25/2010 04:42 PM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 04:43 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/25/2010 04:55 PM	APRV
4	Auditor's Office	Angela Garcia	06/25/2010 05:20 PM	APRV

Form Started By: Rosie Cantu

Started On: 06/15/2010 10:47 AM

Final Approval Date: 06/25/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's (BAD CHECK) 080-006 **DATE:** 06/23/2010

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 OF TEMP POSITI

*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 0-1222-412-00-080-006-0-XXX DA Bad Check

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)

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.	Homero Vasquez / DEPARTMENT HEAD	6/25/10 / DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 / DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's (BAD CHECK) 080-006 **DATE:** 06/23/2010

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 OF TEMP POSITI

*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 0-1222-412-00-080-006-0-XXX DA Bad Check

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)

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.	Jonas Vasquez DEPARTMENT HEAD	6/25/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's (BAD CHECK) 080-006 **DATE:** 06/23/2010

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T018, T019, T021

REQUESTED POSITION TITLE: CLERK TYPIST **(For new positions or reclassifications)** T022, T023, T024

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION OF TEMP POSITI

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 3,600.00 (Proposed Budgeted Salary) $ $3,600.00 x 6 = $21,600.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 0-1222-412-00-080-006-0-XXX DA Bad Check

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)

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.	Jones Vasquez DEPARTMENT HEAD	6/25/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's (BAD CHECK) 080-006 **DATE:** 06/23/2010

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 OF TEMP POSITI

*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 0-1222-412-00-080-006-0-XXX DA Bad Check

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)

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.	Homer Vasquez DEPARTMENT HEAD	6/25/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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
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.

Agenda Item: 21657

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
DA's (BAD CHECK):
Approval to extend nine(9) temporary full time Clerk Typist positions, slot no.'s T009, T011, T018-T024.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	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
1222	CLERK TYPIST	T021	122	-	-	0.00	3,600.00	3,600.00
1222	CLERK TYPIST	T022	122	-	-	0.00	3,600.00	3,600.00
1222	CLERK TYPIST	T023	122	-	-	0.00	3,600.00	3,600.00
1222	CLERK TYPIST	T024	122	-	-	0.00	3,600.00	3,600.00
					TOTAL:	0.00	50,443.00	50,443.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1222-412-00-080-006-0- 122	DA BAD CK--	TEMP P/T EMPLOYEES	$25,511.40
0-1222-412-00-080-006-0- 211	DA BAD CK--	HEALTH INSURANCE	-
0-1222-412-00-080-006-0- 212	DA BAD CK--	LIFE INSURANCE	-
0-1222-412-00-080-006-0- 220	DA BAD CK--	FICA	$1,951.62
0-1222-412-00-080-006-0- 230	DA BAD CK--	RETIREMENT	-
0-1222-412-00-080-006-0- 250	DA BAD CK--	UNEMPLOYMENT COMP	$127.56
0-1222-412-00-080-006-0- 260	DA BAD CK--	WORKER'S COMP	-
		2010 Budgetary Impact	$27,590.58

2011 Budgetary Impact: N/A

Possible Funding Sources: WITHIN DEPT BUDGET.

Budget Office Recommendation: FUNDS TO COVER COST ALREADY IN PLACE.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: DA's (STATE SUPPLEMENT) 080-010 **DATE:** 06/23/2010

CURRENT POSITION TITLE: CLERK TYPIST **CURRENT SLOT. #:** T001, T002,T003

REQUESTED POSITION TITLE: CLERK TYPIST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other EXTENSION OF TEMP POSITI

*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 * 3= 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 0-1281-412-00-080-010-0-XXX

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)

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.	DEPARTMENT HEAD	6/25/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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.

Agenda Item: 21657

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
DA'S (STATE SUPPLEMENT):
Approval to extend three (3) temporary full time Clerk Typist positions, slot no.'s T001, T002, and T003.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	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
0-1281-412-00-080-010-0- 122	DA STATE SUPPLEMENT-	TEMP P/T EMPLOYEES	$4,092.00
0-1281-412-00-080-010-0- 211	DA STATE SUPPLEMENT-	HEALTH INSURANCE	-
0-1281-412-00-080-010-0- 212	DA STATE SUPPLEMENT-	LIFE INSURANCE	-
0-1281-412-00-080-010-0- 220	DA STATE SUPPLEMENT-	FICA	$313.04
0-1281-412-00-080-010-0- 230	DA STATE SUPPLEMENT-	RETIREMENT	-
0-1281-412-00-080-010-0- 250	DA STATE SUPPLEMENT-	UNEMPLOYMENT COMP	$20.46
0-1281-412-00-080-010-0- 260	DA STATE SUPPLEMENT-	WORKER'S COMP	-
		2010 Budgetary Impact	$4,425.50

2011 Budgetary Impact: -

Possible Funding Sources: WITHIN DEPT BUDGET.

Budget Office Recommendation: GRANT RENEWAL 08/31/2010. Fiscal year from 09-01-09 to 08-31-10.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT NO. 2- R&B (122-006) **DATE:** 06/25/2010

CURRENT POSITION TITLE: MAINTENANCE I **CURRENT SLOT. #:** T059

REQUESTED POSITION TITLE: MAINTENANCE I
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTEN. OF TEMP POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 19,760.00 (Proposed Budgeted Salary) $ 19,760.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other LAPSED FUNDING

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)

Employee will be conducting general type of maintenance work within the Precinct. Maintain shop area clean on daily basis; Assist in cleaning equipment hand tools and trucks. Manual labor position involves with maintenance of County roads and right-of-ways.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE 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 — DATE: 06/25/2010 — FUNDING AVAILABLE IN DEPT. BUDGET ☑ YES ☐ NO
2. HUMAN RESOURCES DIRECTOR — DATE — PERSONNEL PROCEDURES COMPLETED ☐ YES ☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT — DATE: 6/28/2010 — BUDGET PROCEDURES COMPLETED ☑ YES ☐ NO
4. COMMISSIONERS COURT APPROVAL — DATE

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT NO. 2- R&B (122-006) **DATE:** 06/25/2010

CURRENT POSITION TITLE: ENGINEERING TECHNICIAN II **CURRENT SLOT. #:** T079

REQUESTED POSITION TITLE: ENGINEERING TECHNICIAN II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☑ Other EXTEN. OF TEMP POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 39,083.00 (Proposed Budgeted Salary) $ 39,083.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other LAPSED SALARIES

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)

Engineering Technician will perform complex responsible on civil engineering work for support of the departments activities/projects and other types of work that include drainage projects.

NEW POSITION: Brief job description and attach a copy of the new job description.

SEE 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	06/25/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 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: 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
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Engineering Technician II FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUSES: EXEMPT

JOB SUMMARY

Under direction, the Engineering Technician II performs complex responsible sub-professional civil engineering work in support of the department activities; and other related work as required. Supervisor provides occasional instructions; advice, answer questions when necessary, and reviews work occasionally upon completion. A registered professional Engineer or Designer supervises design activity. Employee must have ability to perform effectively with little supervision in various work situations having deviations and irregularities; must be able to interpret engineering field data and incorporate such data into design plans; ability to plan and supervise the work of lower level aides.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs calculations and drafting for design work; includes production of quantity summaries, hydraulic studies, roadway design plans, utility studies, right-of-way maps, traffic control. Lighting/signal plans.
- Uses AutoCAD software to prepare & draft engineering plans and profiles; draw charts on statistical data, and update & revise storm, water and base maps and other maps such as beard maps, annexation maps, master atlas and address maps.
- May use Civil/Survey, Earthworks, Design, DTM, COGO, and other interactive graphics design programs.
- Provides information to the public regarding utilities, easements, fences, right-of-way addresses and flood zones.
- Learns additional automated design tools
- Prepares and drafts engineering plans and profiles, both computerized and free hand.
- May review own work and work done by others in the section for drafting and calculation errors.
- Performs surveys and field work such as inspecting; prepares filed notes; designing of presentation maps for other departments.
- Works on the reproduction of plans; record keeping of plans. May file and make copies; updates and arranges filing system.
- Information research for other departments, including utilities, right-of-way, structural, architectural, and mechanical information.
- Writes general notes, specifications, and special provisions.
- May attend specialized design schools.
- May schedule, coordinate and prepare plans and documents for public hearings.
- Ability to work well with others

ESSENTIAL DUTIES AND RESPONSIBILITIES (cont.)

- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. These 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. Must have background knowledge of using AUTOCAD software and preparation of design plans. Knowledge of other equipment use includes printers and plotters, calculator, drafting tools, copier, surveying instrument, and measuring equipment. Must also have some background knowledge on Subdivision Rules and Regulations and preparation of Subdivision plans.

EDUCATION and/or EXPERIENCE

- High School diploma and an Associate Degree from a Technical Institute, CAD intermediate level certification and 4 years experience in Computer Aided Drafting and Civil Engineering design.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have proof of a current valid Texas Motor Vehicle Operators license and current liability insurance.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- 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. 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 required to talk or hear. The employee is required to stand. The employee is required to walk; 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 twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception 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.

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
- Handling financial affairs effectively and honestly
- Maintaining confidentiality
- 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
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.

Agenda Item: 21657

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
PCT. NO. 2
Approval to extend one (1) temporary full time Maintenance I position, slot no. T059 and one (1) temporary full time Engineering Technician II position, slot no. T079.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	MANITENANCE I	T059	121	-	-	0.00	19,760.00	19,760.00
1200	ENGINEERING TECHNICIAN II	T079	121	-	-	0.00	39,083.00	39,083.00
					TOTAL:	0.00	58,843.00	58,843.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-122-006-0- 121	PCT.2 P/U RD-	TEMP F/T EMPLOYEES	$29,759.68
0-1200-431-00-122-006-0- 211	PCT.2 P/U RD-	HEALTH INSURANCE	-
0-1200-431-00-122-006-0- 212	PCT.2 P/U RD-	LIFE INSURANCE	-
0-1200-431-00-122-006-0- 220	PCT.2 P/U RD-	FICA	$2,276.62
0-1200-431-00-122-006-0- 230	PCT.2 P/U RD-	RETIREMENT	-
0-1200-431-00-122-006-0- 250	PCT.2 P/U RD-	UNEMPLOYMENT COMP	$148.80
0-1200-431-00-122-006-0- 260	PCT.2 P/U RD-	WORKER'S COMP	-
		2010 Budgetary Impact	$32,185.10

2011 Budgetary Impact: N/A

Possible Funding Sources: WITHIN DEPT BUDGET- INTRADEPT TRANSFER

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name
Hidalgo County Precinct #3/123

DATE: Enter Date
June 24, 2010

CURRENT POSITION TITLE: Enter position Title
Office Clerk (2) Positions (Temporary)

CURRENT SLOT. #: Enter current
T070, T071

REQUESTED POSITION TITLE: Enter New Position Title
(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: $ _____ (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ **18,720.00** (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 ☐ **9.00 hourly** (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ **$18,720.00** (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

July 1, 2010	**Dec. 31, 2010**	**Mon-Fri. 8 hours daily**	**40 hours**	**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)

Office employees are scheduled to take summer vacation and in need of temporary help.

NEW POSITION: Brief job description and attach a copy of the new job description.

Answers telephone, performs light clerical duties, greets and routes walk-ins clients

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	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE PAVED/UNPAVED

Job Title:	**Office Clerk**	**FLSA Status:**	**Non-Exempt**
Dept No:	123	**Civil Service Status:**	**Exempt**

SUMMARY:
Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- 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 duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

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 twenty-five (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 encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

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;
- 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.

Agenda Item: 21657

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
PCT. NO. 2
Approval to extend two (2) temporary Office Clerk positions, slot no.'s T070 & T071.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	OFFICE CLERK	T070	121	-	-	0.00	18,720.00	18,720.00
1200	OFFICE CLERK	T071	121	-	-	0.00	18,720.00	18,720.00
					TOTAL:	0.00	37,440.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-123-005-0- 121	PCT.3 P/U RD-	TEMP F/T EMPLOYEES	$18,935.17
0-1200-431-00-123-005-0- 211	PCT.3 P/U RD-	HEALTH INSURANCE	-
0-1200-431-00-123-005-0- 212	PCT.3 P/U RD-	LIFE INSURANCE	-
0-1200-431-00-123-005-0- 220	PCT.3 P/U RD-	FICA	$1,448.54
0-1200-431-00-123-005-0- 230	PCT.3 P/U RD-	RETIREMENT	-
0-1200-431-00-123-005-0- 250	PCT.3 P/U RD-	UNEMPLOYMENT COMP	$94.68
0-1200-431-00-123-005-0- 260	PCT.3 P/U RD-	WORKER'S COMP	-
		2010 Budgetary Impact	$20,478.39

2011 Budgetary Impact: -

Possible Funding Sources: WITHIN DEPT BUDGET- INTRADEPT. TRANSFER OBJ. 890

Budget Office Recommendation:

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 25, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Comm. Pct No. 3

ACCOUNT NUMBER: 0-1200-431-00-123-005-0-XXX R&B

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
890	PCT3 P/U RD-OTHER	121	PCT.3 P/U RD- TEMP F/T EMPLOYEE	$9,467.59
890	PCT3 P/U RD-OTHER	220	PCT.3 P/U RD- FICA	$724.27
890	PCT3 P/U RD-OTHER	250	PCT.3 P/U RD- UNEMPLOYMENT COMP	$47.34
			TOTAL	**$ 10,239.20**

REASON: Transfer to fund cost in salaries for two (2) temporary positions to be extended through Decemeber 31, 2010. (Personnel action pending CC approval)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Form DBM-201

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 25, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Comm. Pct No. 2

ACCOUNT NUMBER: 0-1200-431-00-122-006-0-XXX R&B

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	PCT3 P/U RD-OTHER	121	PCT.3 P/U RD- TEMP F/T EMPLOYEE	$ 29,759.68
			TOTAL	**$ 29,759.68**

REASON: Transfer to fund cost in salaries for two (2) temporary positions to be extended through Decemeber 31, 2010. Lapsed funding for fringes available within each corresponding object code. (Personnel action pending CC approval)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Judge Mario E. Ramirez, Jr. Juvenile Justice Center - 330 JUV P

DATE: 6/28/2010

CURRENT POSITION TITLE: JCCC Monitor

CURRENT SLOT. #: T053, T054, T055 T056

REQUESTED POSITION TITLE: (For new positions or reclassifications) JCCC Monitor

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) $ 5,850.00 x 4 (Proposed Budgeted Salary) $ 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 1100-423-60-330-002-0-XXX

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☒ $7.50

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:

7/1/2010	12/31/2010	Shift Varies		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)

Continuation of Program and workload

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. DEPARTMENT HEAD	6/28/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/28/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

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.

Agenda Item: 21657

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
Juvenile Probation (1100):
Approva to extend four (4) temporary part-time JCCC Monitor positions, slot no.'s T053, T054, T055, T056.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total 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
					TOTAL:	0.00	23,400.00	23,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-423-60-330-002-0- 122	JUVENILE PROBATION -	TEMP P/T EMPLOYEES	$11,834.48
0-1100-423-60-330-002-0- 211	JUVENILE PROBATION -	HEALTH INSURANCE	-
0-1100-423-60-330-002-0- 212	JUVENILE PROBATION -	LIFE INSURANCE	-
0-1100-423-60-330-002-0- 220	JUVENILE PROBATION -	FICA	$905.34
0-1100-423-60-330-002-0- 230	JUVENILE PROBATION -	RETIREMENT	$1,126.64
0-1100-423-60-330-002-0- 250	JUVENILE PROBATION -	UNEMPLOYMENT COMP	$59.17
0-1100-423-60-330-002-0- 260	JUVENILE PROBATION -	WORKER'S COMP	-
		2010 Budgetary Impact	$13,925.63

2011 Budgetary Impact: N/A

Possible Funding Sources: WITHIN DEPT BUDGET.

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Judge Mario E. Ramirez, Jr., Juvenile Justice Center - 330 JUV P

DATE: 6/28/2010

CURRENT POSITION TITLE: JCCC Monitor

CURRENT SLOT. #: T009, T010

REQUESTED POSITION TITLE: JCCC 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) $ 5,850 x 2 (Proposed Budgeted Salary) $ 11,700.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other 1294-423-00-330-012-0-XXX

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $7.50

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ $ 7.50 x 780 = 5,850.00

Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

7/1/2010	12/31/2010	Shift Varies		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)

Continuation of Program and workload

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

JUVENILE PROBATION DEPARTMENT
DETENTION FACILITY • BOOT CAMP FACILITY
1001 N. DOOLITTLE RD. • P.O. BOX 267
EDINBURG, TEXAS 78542-0267
(956) 587-6200 FAX (956) 383-4280

THE COUNTY OF HIDALGO TEXAS

ISRAEL "BUDDY" SILVA, JR.
DIRECTOR
CHIEF JUVENILE PROBATION OFFICER

FAX COVER SHEET

DATE: 6/28/10 TIME: _____

PLEASE DELIVER THE FOLLOWING PAGE(S) to:

NAME: Rosie / Sylvia

( ) 292-7035

FROM: Elena

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

TOTAL NUMBER OF PAGE(S) 5, INCLUDING COVER SHEET

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR IF THERE IS A PROBLEM PLEASE CALL BACK WITHIN FIVE (5) MINUTES.

FAX NUMBER: (956) 587-6248

FAX NUMBER: (956) 383-4280

CONTACT NUMBER: (956) 587-6200

COMMENTS: _____

JPD
APPROVED: 11/08

HIDALGO COUNTY JUVENILE BOARD
MARIO E. RAMIREZ, JR., OVERSEER
JUDGE, 332ND DISTRICT COURT

RICARDO P RODRIGUEZ, JR. JUDGE, 92ND DC. | RUDY DELGADO JUDGE, 93RD DC. | J.R. "BOBBY" FLORES JUDGE, 139TH DC. | ROSE GUERRA REYNA JUDGE, 206TH DC. | JUAN R. PARTIDA JUDGE, 275TH DC. | RENE A. RAMIREZ COUNTY JUDGE | NOE GONZALEZ JUDGE, 370TH DC. | LETTY LOPEZ JUDGE, 389TH DC. | AIDA SALINAS FLORES JUDGE, 398TH DC. | ISRAEL RAMON, JR. JUDGE, 430TH DC. | JESSE CONTRERAS JUDGE 445TH DC.

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.

Agenda Item: 21657

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
Juvenile Probation (1100):
Approva to extend four (4) temporary part-time JCCC Monitor positions, slot no.'s T053, T054, T055, T056.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total 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
					TOTAL:	0.00	23,400.00	23,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-423-60-330-002-0- 122	JUVENILE PROBATION -	TEMP P/T EMPLOYEES	$11,834.48
0-1100-423-60-330-002-0- 211	JUVENILE PROBATION -	HEALTH INSURANCE	-
0-1100-423-60-330-002-0- 212	JUVENILE PROBATION -	LIFE INSURANCE	-
0-1100-423-60-330-002-0- 220	JUVENILE PROBATION -	FICA	$905.34
0-1100-423-60-330-002-0- 230	JUVENILE PROBATION -	RETIREMENT	$1,126.64
0-1100-423-60-330-002-0- 250	JUVENILE PROBATION -	UNEMPLOYMENT COMP	$59.17
0-1100-423-60-330-002-0- 260	JUVENILE PROBATION -	WORKER'S COMP	-
		2010 Budgetary Impact	$13,925.63

2011 Budgetary Impact: N/A

Possible Funding Sources: WITHIN DEPT BUDGET.

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.

Agenda Item: 21657

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 29, 2010

Summary of request/proposal:
TJPC-Y(1294):
Approva to extend two (2) temporary part-time JCCC Monitor positions, slot no.'s T009 & T010.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	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
					TOTAL:	0.00	11,700.00	11,700.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1294-423-00-330-012-0- 122	TJPC-Y -	TEMP P/T EMPLOYEES	$5,917.24
0-1294-423-00-330-012-0- 211	TJPC-Y -	HEALTH INSURANCE	-
0-1294-423-00-330-012-0- 212	TJPC-Y -	LIFE INSURANCE	-
0-1294-423-00-330-012-0- 220	TJPC-Y -	FICA	$452.67
0-1294-423-00-330-012-0- 230	TJPC-Y -	RETIREMENT	$563.32
0-1294-423-00-330-012-0- 250	TJPC-Y -	UNEMPLOYMENT COMP	$29.59
0-1294-423-00-330-012-0- 260	TJPC-Y -	WORKER'S COMP	-
		2010 Budgetary Impact	$6,962.82

2011 Budgetary Impact: N/A

Possible Funding Sources: WITHIN DEPT BUDGET.

Budget Office Recommendation:

HIDALGO COUNTY
2010 EXTENSION OF
TEMPORARY POSITIONS

DEPARTMENT NAME	ACCOUNT NO.	Slot #	Position Title	Budgeted Salary
D.A. STATE SUPPLEMENT	1281 - 412 - 00 - 080 - 010 - 0	T001	CLERK TYPIST	$8,091.00
		T002	CLERK TYPIST	$8,091.00
		T003	CLERK TYPIST	$8,091.00
DA BAD CK	1222 - 412 - 00 - 080 - 006 - 0	T009	CLERK TYPIST	$13,560.00
		T011	CLERK TYPIST	$8,091.00
		T018	CLERK TYPIST	$3,600.00
		T019	CLERK TYPIST	$3,600.00
		T020	CLERK TYPIST	$7,192.00
		T021	CLERK TYPIST	$3,600.00
		T022	CLERK TYPIST	$3,600.00
		T023	CLERK TYPIST	$3,600.00
		T024	CLERK TYPIST	$3,600.00
PCT.2 P/U RD	1202 - 431 - 00 - 122 - 006 - 0	T059	MAINTENANCE I	$19,760.00
		T079	ENGINEERING TECHNICIAN II	$39,083.00
PCT.3 P/U RD	1203 - 431 - 00 - 123 - 005 - 0	T071	OFFICE CLERK	$18,720.00
		T070	OFFICE CLERK	$18,720.00
JUV PROB	1100 - 423 - 60 - 330 - 002 - 0	T053	JCCC MONITOR	$5,850.00
		T054	JCCC MONITOR	$5,850.00
		T055	JCCC MONITOR	$5,850.00
		T056	JCCC MONITOR	$5,850.00
TJPC-Y	1294 - 423 - 00 - 330 - 012 - 0	T009	JCCC MONITOR	$5,850.00
		T010	JCCC MONITOR	$5,850.00

AI-21755 **23.A.4.**

Conexis Agreement for: Cobra Administration Services for Group Health Plans

CC REGULAR

Date:	06/29/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of the "Conexis Direct Client Administrative Services Agreement/Fee Appendix-Schedule Of Service Fees" for the Cobra Administration Services for Hidalgo County Group Health Plans (approved by CC 11/10/2009) in connection with provision of Voluntary Insurance Products and/or Cobra Administration Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2201-415-00-115-010-0-350

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

BUDGETARY IMPACT:

Fiscal impact pending upon further notice from Flora Vazquez-Director For Employee Benefits.
$963,943.45 available funding as of 06/23/10.

COUNTY FEES:

Estimated Fees
$1,500.00-- one time setup fee.
$250.00= $50.00-- Minimum monthly billing *5mths
$1,750.00 Total base fees for calendar year 2010.

Other fees/Non estimated (fees per enrollee)
$0.55/ enrollee: COBRA services
$0.60/ enrollee: Comprehensive COBRA/ HIPPA Services

Attachments

Link: Agreement

Link: Previous Agenda Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	06/22/2010 01:55 PM	APRV
2	Budget & Management	Erika Zamora	06/22/2010 02:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/23/2010 10:20 AM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Vangie Garcia

Started On: 06/21/2010 01:07 PM

Final Approval Date: 06/25/2010

CONEXIS
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DIRECT CLIENT ADMINISTRATIVE SERVICES AGREEMENT

Client Name ("Client"): County of Hidalgo

Client has requested that **CONEXIS Benefits Administrators, L.P.** ("**CONEXIS**") its parent and affiliates should provide administrative services as described in this Administrative Services Agreement ("**Agreement**") for certain employee **Benefit Plans** ("**Benefit Plans**") maintained by **Client**. In consideration of the mutual promises contained in this **Agreement**, the sufficiency of which is hereby acknowledged, **Client** and **CONEXIS** ("**Parties**") agree as follows:

SECTION 1. Introduction

1.1 Effective Date and Term: This **Agreement** is effective August 1, 2010 ("**Agreement Effective Date**") upon being signed ("**Executed**") by **CONEXIS** and **Client** and remains effective until terminated as set forth herein.
1.2 Fee Schedules and Service Appendices: Each attached Fee Schedule and accompanying Service Appendix ("**Fee Schedule / Service Appendix**") that is specifically incorporated into and made a part of this **Agreement** constitutes part of this **Agreement**. Each **Fee Schedule / Service Appendix** will have a Service Fees Guarantee Period date and each **Fee Schedule / Service Appendix** can be terminated independently of the other appendices and the **Agreement**.
1.3 Relationship of the Parties: Client and **CONEXIS** are independent contractors with respect to each other and nothing in this **Agreement** will be deemed to create an employee/employer relationship; a partnership; or joint venture between **Client** and **CONEXIS. CONEXIS**' only obligation under this **Agreement** is to provide the Services set forth herein to **Client** and nothing in this **Agreement** shall be deemed to confer responsibility on **CONEXIS** to any person covered under the **Benefit Plans**, the Covered Employees ("**Participants**").

SECTION 2. Client Duties

2.1 Benefit Plans: Client has sole responsibility and liability for: (i) establishment and operation of the **Benefit Plans**, (ii) construing and interpreting the provisions of the **Benefit Plans** and (iii) deciding all questions of fact arising under the **Benefit Plans** except as otherwise specifically delegated to **CONEXIS** in the Fee Schedule/Service Appendix. **Client** shall not represent to **Participants** or to any third party that **CONEXIS** is the "**Plan Administrator**" or "**Named Fiduciary**" as defined by ERISA, whether or not ERISA is applicable. It is **Client's** sole responsibility to ensure the **Benefit Plans** comply with all applicable laws and regulations, and **CONEXIS**' provision of services under this **Agreement** does not relieve **Client** of this obligation or resulting liability related to the **Benefit Plan's** non-compliance. **Client** has the sole responsibility to pay any fee or penalty arising from the **Benefit Plans** that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal, state, or local governmental agencies.
2.2 Service Fees: Service Fees ("**Service Fees**") shall be assessed for each month during which services are performed and the **CONEXIS** Service Fee Invoice will be distributed by the 7th business day of the following month. Payment of the Service Fee Invoice is due upon receipt of the invoice and considered past due if payment is not received after 30 calendar days from date of invoice. Any unpaid past due **Service Fees** not reasonably disputed are subject to interest not to exceed 1.5% per month, (18% per annum). A $35.00 fee will be charged for all payments returned Not Sufficient Funds ("**NSF**").
Disputed amounts shall not be considered past due during the **Dispute Period** and the five (5) day period following the end of the **Dispute Period**. Invoices for all Active Accounts will be generated no later than the 7th business day after the last business day of the previous month. If any amounts owed to **CONEXIS** under this **Agreement** become Past Due as set forth herein, Client acknowledges and agrees that **CONEXIS** may suspend its performance hereunder during any portion of the term that such amounts owed by Client hereunder are past due and/or terminate this **Agreement** for failure to make payments as required herein as set forth in Section 4.9 herein.
CONEXIS may also change the service charges and or services as of the date any change is made in postal rates or to law or regulations to the extent such change imposes duties or obligations on **CONEXIS** or requires **CONEXIS** to carry out its obligations in a manner not otherwise contemplated by this **Agreement** in force at the time of such change.
Sixty (60) days prior to the expiration of any Service Fees Guarantee Period, as noted on the appropriate Fee Schedule, **CONEXIS** may, at its sole discretion, revise the **Service Fees** by providing **Client** written notice of such changes. Service Fee Guarantee Periods are only effective with fully **Executed** Services Agreements. In addition, **Service Fees** may be revised at any time, if **Client** makes changes to the **Benefit Plans** (regardless of reason) that materially revise the nature or volume of the services contemplated by this **Agreement** and/or the increase of pass through fees from third party service providers to **CONEXIS**.
Commitment of Current Revenue: In the event that, during any term hereof, the **Client** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Client** may terminate this Agreement upon thirty (30) days written notice to the **CONEXIS.** The **Client** agrees, however, to use reasonable 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 the **Client** pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp.1995)".

2.3 Payments to CONEXIS: Notwithstanding any provision herein to the contrary, **Client** and **CONEXIS** agree that any funds submitted by **Client** or any other individual or entity to **CONEXIS** in accordance with this **Agreement** do not include participant's salary reductions. **Client** further understands that **CONEXIS** does not hold any funds submitted to **CONEXIS** by **Client** in a trust as that term is contemplated by ERISA. **Client** warrants that: (i) neither it nor any of its employees, directors, representatives, fiduciaries, **Benefit Plans** (or any entity performing services for **Client** or such **Plans**), any of its predecessors, successors or assigns have represented or shall represent to any **Participant** or beneficiary of the **Benefit Plans** that a separate account, fund, or trust is being held on behalf of the **Benefit Plans** that may be used to provide or secure benefits under the **Benefit Plans**; (ii) **Client** shall advise the **Participants** and beneficiaries of the **Benefit Plans** that the benefits under the **Benefit Plans** shall at all times be paid out of the general assets of **Client**. Nothing herein prevents **CONEXIS** from depositing any such amounts received from **Client** into a **CONEXIS**-owned interest bearing account and from retaining such interest.

2.4 Furnish Information to CONEXIS: Client shall furnish to **CONEXIS** the information reasonably determined by **CONEXIS** to be necessary to fulfill its duties, including but not limited to, quarterly updates of employee/**Participant** headcount to the extent that such headcount is applicable for calculating **Service Fees** and such information shall be provided in a mutually agreeable format. **Client** shall furnish such headcount within 10 business days of the beginning of each calendar quarter with the corresponding increase/decrease applicable for that quarter. **Client** understands and acknowledges that **CONEXIS** will operate on the assumption that the information provided by **Client** or its designee is accurate and complete and is not liable for errors resulting from inaccurate and/or untimely information provided by **Client** or its designee. **Client** agrees that **CONEXIS** may assess a reasonable additional fee for costs, (e.g. postage and related labor costs) incurred by **CONEXIS** as reasonably necessary to take corrective action due to inaccurate and/or untimely information received from **Client** or its designee.

SECTION 3. CONEXIS' DUTIES

3.1 Recordkeeping: Each Party shall maintain the usual and customary records related to its obligations under this **Agreement** as required under applicable law. **CONEXIS** will deliver records held by **CONEXIS** that relate to administration of the **Benefit Plans** to **Client** or its designee within thirty (30) days of receiving **Client's** written request for the records. **Client** shall be required to pay **CONEXIS**' reasonable charges for transportation, for preparation of such data in formats other than **CONEXIS**' standard, and for duplication of such records.

3.2 Audit by Client: Client may perform one audit per year of the records specifically related to **CONEXIS**' duties under this **Agreement** after providing thirty (30) days prior written notice to **CONEXIS**. No such Audit shall last more than five (5) business days. For reasonable cause in unusual circumstances, **Client** may perform additional audits as needed with the understanding that **Client** will bear the full cost of such audits. **Client's** auditor may perform audits provided such auditor signs a confidentiality **Agreement** acceptable to **CONEXIS** and is a **CONEXIS'** approved auditor. Audits must be performed during **CONEXIS**' standard business hours. **CONEXIS** will provide reasonable assistance and information to the auditors and **Client** shall reimburse **CONEXIS** for **CONEXIS**' reasonable expenses, including, but not limited to, copying and labor costs associated with the audit. **Client** will provide **CONEXIS** with a summary of the findings from each report prepared in connection with any such audit and provide **CONEXIS** with a reasonable period of time following receipt of such report to provide written comments to the findings. Such reports will be considered confidential information that may not be further disclosed for any purpose except as required by applicable law. Under no circumstances is **Client** permitted to audit **CONEXIS**' records that relate to other **Clients.**

3.3 Audit by CONEXIS. Client will promptly furnish its financial statements as prepared by or for **Client** in the ordinary course of its business for the purpose of determining **Client's** ability to satisfy its financial obligations hereunder. To the extent such financial statements are not otherwise publicly available, such statements will be deemed to be Confidential Information and shall be used by **CONEXIS** solely for the purpose of determining **Client's** ability to perform its duties hereunder. If **CONEXIS'** review of financial statements causes **CONEXIS** to question **Client's** ability to perform its duties hereunder, **CONEXIS** may request, and **Client** shall provide to **CONEXIS,** reasonable assurances of **Client's** ability to perform its duties hereunder. Failure by **Client** to provide such reasonable assurances to **CONEXIS** shall be deemed a material breach of this **Agreement**. Furthermore, **Client** shall notify **CONEXIS** immediately in the event there is a change of control or material adverse change in **Client's** business or financial condition since the **Effective Date**.

3.4 Standard of Care: CONEXIS and its subcontractors shall exercise a standard of care that includes the following: (i) exercising the level of care in the performance of its duties hereunder generally exercised by reasonable and prudent service providers performing similar services and (ii) exercising commercially reasonable efforts, in accordance with this **Agreement**, to assist the **Client** with ensuring that the **Benefit Plans** comply with all applicable federal laws and regulations.

3.5 Nature of Duties: The services to be performed by **CONEXIS** under this **Agreement** shall be ministerial in nature and shall generally be performed in accordance with **CONEXIS**' standard operating procedures. It shall not be considered a breach of this **Agreement** if **CONEXIS** refuses to perform services generally required under this **Agreement** if the manner in which **Client** desires such services to be performed requires material changes to **CONEXIS'** operating procedures that were not contemplated at the time the **Parties** entered into the **Agreement**. **CONEXIS,** at its discretion, shall act in accordance with **Client's** written instructions. **Client** acknowledges that **CONEXIS** is not an accounting or law firm and no services provided by **CONEXIS** in accordance with this **Agreement** should be construed as legal, accounting, or tax advice in providing administrative services under this **Agreement.**

3.6 Customer Service and Electronic Administrative Services: Except during times of scheduled maintenance and company scheduled closures, **CONEXIS** shall provide telephonic or Web-based electronic access to:

i) Client Services personnel for Client Representative(s) during **CONEXIS**' standard business hours (8:00 AM – 5:00 PM Central Time) Monday through Friday (telephonic support);
ii) Participant Services personnel for **Client's** Qualified Beneficiaries ("**Continuants**") and **Participants** (7:00 AM to 7:00 PM Central Time) Monday through Friday (telephonic support);
iii) Administrative Services support twenty-four (24) hours per day, seven (7) days per week for **Client's** Representatives, **Participants** and Continuants (Web-based electronic access).

SECTION 4. GENERAL PROVISIONS

4.1 Entire Agreement: This **Agreement** embodies the entire understanding between **CONEXIS** and **Client** regarding the subject matter hereof and supersedes all prior and contemporaneous oral or written **Agreement**s relating to the same subject matter. **Client** further agrees that this **Agreement** supersedes any prior service **Agreement**(s) between the **Parties** (or their predecessors) and acknowledges that it received appropriate written notice of termination of such prior written **Agreement**(s).

4.2 Severability: The provisions of this **Agreement** shall be severable and the invalidity or unenforceability of any provision(s) hereof shall not affect the validity or enforceability of the remaining provisions provided the basic purpose of this **Agreement** can still be achieved through the execution of the remaining valid provisions.

4.3 Titles/Heading/Numbering: The titles/headings/numbering of the sections herein are for convenience of reference only and are not to be considered in construing this **Agreement.**

4.4 Waiver; Modification; Amendment: No waiver, modification or amendment of this **Agreement** shall be valid or binding unless the same is in writing and duly **Executed** by both **Parties**, except as otherwise set forth herein.

4.5 Assignment: Notwithstanding any acquisition or merger of either party, neither **Client** nor **CONEXIS** may assign this **Agreement** without the other party's prior written consent. Any attempt or purported assignment in violation of the foregoing shall be void. This Agreement shall be binding upon, and inure to the benefit of, the **Parties** and their respective successors and permitted assigns.

4.6 Confidential Information: In addition to the **HIPAA BUSINESS ASSOCIATE ADDENDUM**, **Client** and **CONEXIS** each acknowledge that in performance of this **Agreement**, each party has and will continue to disclose to the other, proprietary and confidential information ("**Confidential Information**"). The term **"Confidential Information"** shall mean this **Agreement** and all data, trade secrets, and other information of any kind whatsoever that a Party ("**Discloser**") discloses, in writing, orally, visually or in any other medium, to the other Party ("**Recipient**") or to which **Recipient** obtains access and that relates to **Discloser**'s business or, in the case of **CONEXIS**, its customers or is otherwise identified by the **Discloser** as confidential or proprietary. A "**writing**" shall include an electronic transfer of information by e-mail, over the Internet or otherwise. Each of the **Parties**, as **Recipient**, hereby agrees that it will not, and will cause its employees, agents and subcontractors not to disclose **Confidential Information** of the other Party, during or after the term of this Agreement, other than on a "need to know" basis and then only to: (a) affiliate employers (defined as a business entity now or hereafter controlled by, controlling or under common control with a Party); (b) employees; (c) offices; (d) agents and/or (e) subcontractors provided that any third parties who receive **Discloser**'s Confidential Information from **Recipient** or on behalf of **Recipient** are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; and (f) as required by law or as otherwise expressly permitted by this **Agreement**. If **Recipient** is required by law to disclose **Discloser**'s Confidential Information, **Recipient** will promptly notify **Discloser** and reasonably cooperate with **Discloser** if **Discloser** takes action to prevent any such disclosure. **Client** further agrees that **CONEXIS** may communicate confidential, protected, privileged or otherwise sensitive information to **Client** through a named contact designated by **Client** ("**Named Contact**") and specifically agrees to indemnify and hold harmless **CONEXIS** for any such communications directed to **Client** through the **Named Contact** attempted via facsimile, mail, telephone, email or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted once **CONEXIS** has sent such to **Client**. The obligations of confidentiality in this Section shall not apply to any information that (i) **Recipient** rightfully has in its possession when disclosed to it, free of obligation to **Discloser** to maintain its confidentiality; (ii) **Recipient** independently develops without access to **Discloser**'s **Confidential Information**; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully

received by **Recipient** from a third party without the obligation of confidentiality. Any combination of **Confidential Information** disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain. Each Party hereby agrees that it will not disclose **Confidential Information** of the other Party during or after the Term of this **Agreement**, other than as necessary to satisfy its obligations herein or as otherwise permitted herein, and then only to, the Party's affiliates, the Party's employees, agents, officers or independent contractors, subcontractor provided that subcontractor agrees to terms of confidentiality; and as required by law or as otherwise expressly permitted by this **Agreement**.

4.7 Disclosure of Individually Identifiable Health Information: Client and **CONEXIS** agree to protect the confidentiality of and to only use and disclose protected health information (as that term is defined in 45 C.F.R. 164.300) as set forth in the **HIPAA BUSINESS ASSOCIATE ADDENDUM** attached hereto. If there is a conflict between this **Agreement** and the **HIPAA BUSINESS ASSOCIATE ADDENDUM**, the **HIPAA BUSINESS ASSOCIATE ADDENDUM** will control with respect to its subject matter.

4.8 Notices and Communications: All notices between **Client** and **CONEXIS** provided for herein shall be sent by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party at their respective addresses as set forth below for **CONEXIS** and on the signature page for the **Client**.

CONEXIS Benefits Administrators, LP
6191 North State Highway 161, Suite 400
Irving, TX 75038

Email: contractadministration@CONEXIS.com
FAX: 1.800.806.9112

Notices shall be deemed provided when sent except as otherwise set forth in this **Agreement**. Emails sent to **CONEXIS** should be sent to the appropriate **CONEXIS** Service Representative or Contract Administration. Both **Parties** agree to promptly notify the other of any changes in addresses and/or email addresses that neither party shall be responsible under this **Agreement** for notices sent prior to notification of a change in the address.

4.9 Termination: If there is more than one **Fee Schedule / Service Appendix** attached hereto, termination of one **Fee Schedule / Service Appendix** will not terminate the entire **Agreement**, but termination of the **Agreement** will terminate all **Fee Schedule / Service Appendix**.

a. **Agreement --** Either party may terminate this **Agreement or a Fee Schedule/Service Appendix** without a showing of cause by providing sixty (60) days prior written notice to the other party. Termination without cause will be effective on the last day of the month following the 60-day period the notice was provided by terminating party or the end of such longer period set forth in the notice of termination. Client acknowledges that termination of a **Fee Schedule / Service Appendix** prior to the expiration of a Service Fee Guarantee Period will result a financial penalty defined in Section 4.9b.
b. **Fee Schedule / Service Appendix – Client** understands and acknowledges that **CONEXIS** is entitled to reimbursement of implementation costs and expenses ("**Implementation Expenses**") not otherwise passed on to **Client** if this **Agreement** or the **Fee Schedule/Service Appendix** is terminated by **Client** without show of cause within the Service Fees Guarantee Period of any **Fee Schedule / Service Appendix.** In the event **CONEXIS** is entitled to reimbursement of Implementation Expenses herein, **Client** agrees to pay the implementation fee to **CONEXIS** within thirty (30) days of the termination effective date.

Notwithstanding anything to the contrary, **CONEXIS** may terminate this **Agreement** with prior written notice if **Client** is past due on any amounts that it owes hereunder. If **CONEXIS** agrees to reinstate services following notice of termination, **Client** acknowledges that **CONEXIS** may charge a reinstatement fee. Either party may terminate this **Agreement** immediately, by providing written notice to the other if: (i) such other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers, or permits the appointment of a receiver for its business or assets or (ii) becomes subject to any proceedings under Bankruptcy or insolvency law of which does not result in a reorganization (ii) fails to cure a material breach within thirty (30) days following written notice from the non-breaching party of the breach. Termination of this **Agreement** will not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity, confidentiality and privacy provisions of this **Agreement** shall survive its termination

4.10 Interpretations: Client and **CONEXIS** agree that this **Agreement**'s terms will be construed fairly and not in favor of or against a party based solely on which party drafted the **Agreement**'s terms.

4.11 Governing Law: This **Agreement** will be governed by and construed in accordance with the laws of the state of Texas without regard for conflicts of law principles. Any proceeding initiated by **CONEXIS** to enforce this **Agreement** or enjoin its breach shall be initiated and prosecuted in a federal or state court of federal jurisdiction sitting in the county and state in which **Client's** headquarters are located. Any such proceeding initiated by **Client** shall be initiated and prosecuted in a federal or state court of federal jurisdiction sitting in Dallas County, Texas.

4.12 No Third Party Beneficiaries: Nothing express or implied in this **Agreement** is intended to confer upon any person other than **Client** and **CONEXIS** and their respective successors or assigns, any rights, remedies or obligations whatsoever.

4.13 Force Majeure: CONEXIS and **Client** will not be deemed in default of this **Agreement**, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business from **CONEXIS**' vendors or other **Parties**, including Intranet or Internet access, or any change in or the adoption of any law, judgment or decree. This clause shall not apply to **Client's** obligations to pay **CONEXIS**' fees related to this **Agreement**.

4.14 Warranties and Representations: CONEXIS and **Client** represents and warrants the following: (i) The parties comply with applicable law in carrying out their respective obligations hereunder; (ii) Its agreement to each provision contained in this **Agreement** is a duly authorized, legal, valid, binding and enforceable **Agreement**. (iii) The signature appearing for the **Client** on this **Agreement** is the true signature of a person authorized to execute the **Agreement** on behalf of the **Client** with respect to the Services, (iv) The Client will not instruct **CONEXIS** to perform any service or perform a service in any manner that it knows or reasonably should know will violate applicable law.

4.15 Intellectual Properties: CONEXIS retains all rights, title, and interest in and to all software, web pages, documents, processes and any other information, equipment, and materials (including with no limitation the intellectual property rights) used in connection with the providing of services identified in this **Agreement**, including those developed by **CONEXIS** for use by **Client** and their employees. (All features of the **CONEXIS** Web Services)

4.16 Survival: In the event of expiration or termination of this **Agreement**, Confidentiality and Privacy Provisions Section 4.6; and the Recordkeeping Section 3.2 of this **Agreement** shall survive its termination.

4.18 Limitation of Liability. IN NO EVENT OR UNDER ANY CIRCUMSTANCE SHALL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR ANY LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE INTERPRETED TO LIMIT INDEMNIFICATION FOR ANY DAMAGES ASSESSED IN FAVOR OF A THIRD PARTY IN CONNECTION WITH A **CLAIM** AGAINST AN **INDEMNIFIED PARTY** TO THE EXTENT THE **INDEMNIFIED PARTY** IS OTHERWISE ENTITLED TO INDEMNIFICATION HEREUNDER.

Section 5.0 Performance Standards And Guarantee

Performance Standards and Guarantees are only available to those Clients who have a fully Executed Services Agreement on file with CONEXIS.

5.1 In consideration of the mutual promises set forth below and for the fees set forth in the Fee Schedule, **Client** and **CONEXIS** agree as follows:

- **5.1.1** **"Calendar Quarter"** will mean each quarter of a calendar year (e.g., Jan. 1 – Mar. 31; Apr 1 – Jun 30; Jul 1 – Sep. 30; Oct. 1 – Dec. 31).
- **5.1.2** **"Percentage at Risk for Service Fee Reduction"** will mean the percentage of the monthly fee that may be reduced as a result of failing to meet the particular Performance Standard in a **Calendar Quarter**.
- **5.1.3** **"Performance Standard"** will mean specific standards, described in the Exhibit, which is part of the attached Services Appendix for each described service to which **CONEXIS** has committed to meet or exceed for all similarly situated **Clients** in each **Calendar Quarter**.
- **5.1.4** **"Quarterly Performance Report"** will mean the specific report, delivered to **Client** for each Calendar Quarter, which contains **CONEXIS**' actual performance against each Performance Standard for Client. The Quarterly Performance Report will be formatted as **CONEXIS** deems appropriate.
- **5.1.5** **"Performance Standards Effective Date"** will be the first **Calendar Quarter** following the execution of the Services Agreement.
- **5.1.6** **"Service Fee Reduction"** will mean the total amount of reduction of monthly **Service Fees**, as defined in the **Agreement**, based on **CONEXIS** failing to meet one or more Performance Standards, in accordance with the Exhibit attached to the appropriate Service Appendix describing the three services offered with performance standards. The **Service Fee Reduction** is calculated by adding the percentages associated with each **Performance Standard** not met by **CONEXIS**. Then multiplying that percentage by the total of monthly **Service Fees** invoiced by **CONEXIS** to

the **Client** for that particular **Calendar Quarter** for that particular service **CONEXIS** is performing for **Client**. In no case shall the percentage available for **Service Fee Reduction** exceed 10% as indicated in the Performance Standards Exhibit for any given **Calendar Quarter**.

5.2 CONEXIS' Responsibilities. CONEXIS will measure its performance against all of the **Performance Standards** in each Calendar Quarter. **CONEXIS** will adopt standard processes and procedures for measuring timeliness, resolution of inquiries, call abandonment, and accuracy and all other **Performance Standards** described in the Exhibit. **CONEXIS** retains final authority for determining whether one or more **Performance Standards** have been met but will consider any reasonable objections made by **Client** within ten (10) business days of the issuance of the Quarterly Performance Report. in accordance with the Performance Standards Exhibit. In no event will **CONEXIS** be in breach of the **Agreement** into which this Exhibit is incorporated or of any standard of care solely by reason of failing to meet a **Performance Standard** set forth herein.

On or about forty-five (45) calendar days after the end of each **Calendar Quarter**, **CONEXIS** will distribute the **Quarterly Performance Report** to the **Client**.

CONEXIS will refund the **Service Fee Reduction** to **Client** for any missed **Performance Standard(s)** in accordance with this Performance Standards Exhibit, by applying such **Service Fee Reduction** as a one-time credit against future **Services Fees** in the following **Calendar Quarter**. For example, a **Service Fee Reduction** in the 1st **Calendar Quarter** of a given year would be applied to **Service Fees** in the 2nd **Calendar Quarter**.
If **CONEXIS** is not able to perform services under this **Agreement** due to a force majeure event as defined in Section 4.13 or other serious event beyond its reasonable control (such as but not limited to, severe weather conditions that delay the opening or cause the closing of a **CONEXIS** facility), then at **CONEXIS** sole discretion, the standards set forth in this Exhibit shall not apply during the period that **CONEXIS** is unable to perform.

5.3 Client Responsibilities. Client is responsible for reviewing the **Quarterly Performance Report** and addressing any definitions, concerns, or objections to the contents of the **Quarterly Performance Report** with the appropriate **CONEXIS** Client Services Manager within ten (10) business days of the issuance of the **Quarterly Performance Report**.

Client's right to any **Service Fee Reduction** is conditioned upon **Client** paying all **Service Fees** in that particular **Calendar Quarter** in full and when due, in accordance with the **Agreement**. In the event that a **Service Fee Reduction** was otherwise due but the **Agreement** was subsequently terminated due to failure of **Client** to pay all **Service Fees**, the **Service Fee Reduction** shall not be applied and **CONEXIS** shall be eligible to recover all **Service Fees** and applicable penalties and interest due without regard to the **Service Fee Reduction**.

Client's right to any **Service Fee Reduction** is also conditioned on remaining an active **Client** on the date that **CONEXIS** distributes the **Quarterly Performance Report** to **Client**.

5.4 Performance Standards. These Performance Standards apply to the Services Agreement, only to the extent that **CONEXIS** is providing such Services to the **Client**, and the **Client** is paying **CONEXIS** directly for this service as indicated in the Fee Schedule – Schedule of Service Fees. **CONEXIS** reserves the right to modify or eliminate one or more **Performance Standards** or **Service Fee Reductions**, upon 30 day written notice to **Client** prior to the next **Calendar Quarter.**

Client and **CONEXIS** have caused this **Agreement** to be **Executed** in their names by their undersigned officers, the same being duly authorized to do so.

Client/Company FAX:	Hidalgo County
Client/Contact Email:	flora.vazquez@co.hidalgo.tx.us
Client/Company Name:	Flora Vazquez-Director-Employee Benefits
Client/Company Address:	2818 S. Business Hwy. 281
	Edinburg, Texas 78539
CONEXIS Benefits Administrators, LP	(956) 318-2663

CONEXIS
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Eva Boucher, CCEP
Sr. VP, Chief Compliance Officer

Date: _____

Honorable Rene A. Ramirez-Hidalgo County Judge
Client Authorized Signature

_____
Printed Name and Title

Date: _____

CONEXIS
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HIPAA BUSINESS ASSOCIATE ADDENDUM
Direct Client

Client Name ("Employer"): County of Hidalgo

Date ("Effective Date"): 1, 2010

This **HIPAA BUSINESS ASSOCIATE ADDENDUM** (the "**Addendum**") is entered into by and between **Employer** in its individual capacity and on behalf of its group health plan(s) ("**Plan**") administered pursuant to this **Agreement** and **CONEXIS Benefit Administrators, L.P., ("CONEXIS")** in its capacity as both the **Plan**'s and **Employer**'s service provider as of the **Effective Date**. This **Addendum** is incorporated into and made a part of the Services Agreement between **CONEXIS** and **Employer ("Agreement")**. This Agreement is intended to comply with the privacy and administrative simplification requirements set forth in 45 CFR Parts 160, 162, and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**").

Both Employer and **CONEXIS** acknowledge that the **Plan** and **Employer** are separate and distinct entities and that **CONEXIS** may perform services both on behalf of the **Plan** and also on behalf of **Employer** in its capacity as **Plan** Sponsor. **CONEXIS** is considered a "**Business Associate**" with respect to services it performs on behalf of the **Plan**, if any, and an "**Agent of Employer**" with respect to services it performs on behalf of **Employer**, if any. This **Addendum** sets forth the responsibilities of **CONEXIS** in its capacity as a Business Associate, as required by 45 CFR § 164.504(e)(1) and in its capacity as Agent of Employer, as required by 45 CFR § 164.504(f)(2)(ii)(B).

CONEXIS recognizes that in the course of performing some of the services, it will have access to, create, and/or receive from the **Plan** Protected Health Information ("**PHI**"). For purposes herein, **PHI** shall be limited to the information created or received from the **Plan** or on the **Plan**'s behalf by **CONEXIS**. Whenever used in this **Addendum**, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this **Addendum**, but not defined herein, shall have the same meaning, as those terms are defined in **HIPAA**.

If there is a conflict between the **Agreement** and this **Addendum** with regard to the subject matter herein, this **Addendum** controls.

I. Definitions
For purposes of this **Agreement**:

"Designated Record Set" will have the same meaning given to the term "**designated record set**" in 45 CFR §164.501.
"Electronic Data Interchange Rule" shall mean the rules regarding standard transactions and code sets set forth in 45 C.F.R. Parts 160, 162 and 164, as may thereafter be amended.
"Group Health Plan" will have the same meaning as the term "**group health plan**" in 45 CFR § 160.103.
"Individual" will have the same meaning as the term "**individual**" in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
"Privacy Breach" will have the same meaning as "**Breach**" set forth in 45 CFR §164.402
"Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
"Protected Health Information" or "PHI" will have the same meaning as the term "**protected health information**" in 45 CFR §160.103, limited to the information created or received by the **CONEXIS** from or on behalf of the **Plan**.
"Required by Law" will have the same meaning as the term "**required by law**" in 45 CFR § 164.103.
"Secretary" will mean the Secretary of the Department of Health and Human Services or his designee.
"Security Incident" will have the same meaning as the term "**security incident**" in 45 CFR § 164.304.
"Security Rule" will mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR § 164.302 et seq.
"Unsecured Protected Health Information" or "Unsecured PHI" will have the same mean as the term "**Unsecured Protected Health Information**" in 45 C.F.R. 164.402.

II. Confidentiality

At all times, both during and after the termination of its relationship with the **Employer** for any reason, **CONEXIS** will not use or disclose **PHI** in any manner whatsoever, except as otherwise permitted by this **Addendum**.

III. Permitted Uses and Disclosures of Business Associate.

(a) Except as otherwise limited in this **Addendum**, **CONEXIS** may use or disclose **PHI**, provided that such use or disclosure of **PHI** would not violate the Privacy Rule, as follows: (a) as permitted or required in this **Addendum** and in the Agreement; (b) as otherwise permitted by the Privacy Rule; (c) as Required by Law; (d) for the proper management and administration of **CONEXIS**; (e) to fulfill any present or future legal responsibilities of **CONEXIS**; (f) for Data Aggregation services to the **Plan** (as defined in 45 CFR § 164.501); or (g) any use and disclosure of **PHI** that has been de-identified in accordance with 45 CFR § 164.514.

(b) **CONEXIS** agrees to document any disclosures of **PHI** and the information related to such disclosures to respond to an accounting of disclosures of **PHI** if requested by the **Plan** in accordance with 45 CFR §164.528, and to provide such documentation to the **Plan** as it may request from time to time.

(c) In the event that **CONEXIS** maintains **PHI** in a Designated Record Set, **CONEXIS** agrees to provide access to such **PHI** that it maintains in a Designated Record Set to the Individual to whom the **PHI** relates in accordance with 45 CFR § 164.524. Furthermore, at the reasonable request of the **Plan**, **CONEXIS** agrees to make amendments to **PHI** that it maintains in a Designated Record Set as directed by the **Plan** and to reasonably incorporate any amendments to **PHI** in accordance with 45 CFR § 164.526.

(d) **CONEXIS** may disclose **PHI** to its agents or subcontractors with a bona fide need to know such **PHI**, but only if, prior to such disclosure, such agents or subcontractors provide reasonable assurances that they will agree to substantially the same restrictions and conditions that apply to **CONEXIS** with respect to such **PHI**, including electronic **PHI**.

(e) **CONEXIS** may disclose the **PHI** revealed to it by the **Plan** if and to the extent that such disclosure is required by law or court order or as otherwise permitted by law. Further, **CONEXIS** agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of **PHI** received from, or created or received by **CONEXIS** on behalf of the **Plan** available to the Secretary, as requested by the **Plan** or designated by the Secretary, for purposes of the Secretary determining the **Plan**'s compliance with the Privacy Rule.

(f) In accordance with 45 CFR §164.520, and to the extent that such a limitation may affect the Business Associate's use or disclosure of **PHI**, Employer, acting on behalf of the **Plan**, agrees to notify **CONEXIS** of any limitation(s) in the notice of privacy practices required by the Privacy Rules, including, without limitation, any changes in or revocation of permission by an Individual to use or disclose **PHI**. Employer, acting on behalf of the **Plan**, also agrees to notify **CONEXIS** of any restriction to the use or disclosure of **PHI** that Employer has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect **CONEXIS**' use or disclosure of **PHI**. Employer acknowledges and agrees that **CONEXIS** is not bound by any such restrictions that impact **CONEXIS**' use or disclosure of **PHI** to the extent such restrictions are not otherwise required by the HIPAA Privacy Rules and **CONEXIS** has not consented to such restrictions in advance. **CONEXIS** agrees not to unreasonably withhold consent.

(g) **CONEXIS** agrees to take steps to implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic **PHI** maintained by **CONEXIS** on behalf of the **Plan**. **CONEXIS** will report to the **Plan**'s designated representative any use or disclosure of **PHI** otherwise than as provided by this Agreement, including any Security Incident, as soon as reasonably possible of becoming aware of such use or disclosure. In addition, **CONEXIS** hereby agrees that it shall report to the **Plan**'s designated representative, without unreasonable delay, but not longer than 30 days following its discovery of any incident that, in **CONEXIS**' reasonable determination, constitutes a Privacy Breach of Unsecured **PHI**. **CONEXIS** shall provide such notice to the **Plan**'s designated representative in accordance with 45 CFR 164.410 of the Breach Notification Rules, subject to the law enforcement delay set forth in 45 CFR 164.412. In addition, **CONEXIS** may, in its sole discretion, provide any of the following notices of any incident that constitutes a Privacy Breach for which **CONEXIS** is required to provide notice to the **Plan**'s designated representative as set forth herein: (i) notice to affected individuals, including any substitute notice as necessary in accordance with 45 CFR 164.404 (ii) if required, immediate notice to the Secretary of the Department of Health and Human Services ("HHS"), including maintaining a log or other documentation of Privacy Breaches to be provided to the Secretary on an annual basis in accordance with 45 CFR 164.408 and (iii) if required, notice to a media outlet in accordance with 45 CFR 164.406.

(h) Notice to **Plan** and Employer.

(i) Immediately following execution of this **Addendum**, Employer will provide **CONEXIS** with written notice identifying the **Plan**'s and the Employer's designated representative for purposes of receiving notices required by **CONEXIS** under this **Addendum**.

(ii) Employer agrees to provide prompt written notice to **CONEXIS** of any changes to the names or positions of employees identified by Employer as a designated representative of the Employer and/or the **Plan**. **CONEXIS** shall have no duty to inquire whether the list of Designated Persons is accurate.

(iii) Employer shall indemnify and hold **CONEXIS**, its employees, agents and Affiliates harmless for any and all liability **CONEXIS** may incur as a result of any improper use or disclosure of **PHI** by Employer or a designated representative.

(i) To the extent applicable, **CONEXIS**, the Employer and the **Plan** agree to comply with the provisions of the Electronic Data Interchange Rule with respect to **PHI** disclosed by the parties.

IV. CONEXIS acting as Agent of the Employer

The following services are performed by **CONEXIS** as an agent of the Employer and not on behalf of the **Plan**:

(a) Services that facilitate and report the enrollment and disenrollment of employees and their eligible dependents in the **Plan**.

(b) Services that facilitate the payment of premiums under the Group Health **Plan**.

The Parties acknowledge that information created or received by **CONEXIS** in its capacity as agent of the employer is not **PHI** and is not subject to the HIPAA Privacy Rule, Electronic Data Interchange Rule, and Security Rule. Any such information received by **CONEXIS** as agent of the employer shall be deemed confidential information subject to the terms and conditions of confidentiality set forth in the Agreement.

V. Term/Termination

(a) Term. This **Addendum** shall continue until the Agreement is terminated or as set forth herein.

(b) Termination for Cause. Upon Employer's knowledge of a material breach of this **Addendum** by **CONEXIS**, Employer shall either:

i) Provide an opportunity for **CONEXIS** to cure the breach within 30 days or, if longer, such other reasonable period time, or end the violation and terminate this **Addendum** and, where necessary, the Agreement between the parties with respect to the services if **CONEXIS** does not cure the breach as set forth herein; or

ii) Immediately terminate this **Addendum** and, where necessary, the Agreement if **CONEXIS** has breached a material term of this Agreement and cure is not possible; or

iii) If neither termination nor cure is feasible, Employer shall report the violation to the Secretary.

(c) Effect of Termination. Upon termination of this **Addendum**, for any reason, **CONEXIS** shall return or destroy all **PHI** received from Employer and/or the **Plan**, or created or received by **CONEXIS** on behalf of the **Plan**, except to the extent determined infeasible as set forth herein. This provision shall also apply to **PHI** that is in the possession of subcontractors or agents of **CONEXIS**.

(d) In the event that **CONEXIS** reasonably determines that returning or destroying the **PHI** is infeasible, **CONEXIS** shall provide of the conditions that make return or destruction infeasible. In the event that **CONEXIS** determines that return or destruction of the **PHI** is infeasible, **CONEXIS** will continue to extend the protections of this Agreement to such **PHI** and limit further uses and disclosures of such **PHI** to those purposes that make the return or destruction infeasible, for so long as **CONEXIS** maintains such **PHI**.

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CONEXIS-ADMINISTRATIVE SERVICES AGREEMENT

FEE APPENDIX – Schedule of Service Fees

Employee Per Month – PEPM – Direct Client

Client Name: County of Hildago

This Fee Appendix – Schedule of Service Fees is incorporated into and made a part of the Service Agreement ("Agreement"). If there is a conflict between this Fee Appendix and the Agreement, the Agreement controls.

FEDERAL COBRA-HIPAA PORTABILITY SERVICES

Item Code	Description	Contract Fee	Initialed by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
C8090	**Implementation Set-Up Fees** (Initial Implementation Fee-One Time Charge)	$1500.00	
M71M7	**Minimum Monthly Billing-COBRA Services** (If total monthly Service Fees are less than Minimum, a fee adjustment will be applied to meet Minimum)	$50.00	

Price Option -- One / COBRA Services

Item Code	Description	PEPM Fee	Initialed by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
C0915	COBRA Administration Guaranteed Rate --PEPM from Client Provided Covered Employee Headcount	$0.55	
	COBRA Administration Options	PEPM	
C5850	COBRA General Notice	INCLUDED	
C3759	COBRA Expiration Notice	INCLUDED	
C446D	Monthly COBRA Invoice	INCLUDED	
C5752	COBRA Notice and Plan Alternatives	INCLUDED	
C6303	COBRA Takeover Continuant Fee	INCLUDED	

Price Option --Two / Comprehensive COBRA / HIPAA Services

Item Code	Description	PEPM Fee	Initialed by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
C1316	COBRA Administration Guaranteed Rate --PEPM from Client Provided Eligible Employee Headcount	$0.60	
	Base COBRA Services C3759, C446D , C5752, C5850, C6303	INCLUDED	
	HIPAA Administration		
H6151	HIPAA Special Enrollment Notice	INCLUDED	
H4662	Post COBRA HIPAA Certificate	INCLUDED	
H4863	Waiting Period HIPAA Certificate	INCLUDED	
H6053	HIPAA Certificate	INCLUDED	

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FEES for OPTIONAL SERVICES—Activity Pricing Only

Item Code	Description	Activity Fee	Initial by Client to Accept *
	Please initial next to all pricing items agreed to in the "Initialed by Client" column.*		
	COBRA Administration Options—Activity Priced Only		
C0134	Dependent COBRA General Notice	$3.00	
C3146	Retro COBRA General Notice	$2.00	
C3457	Rate Change Notification to Continuants-CLC05	$3.00	
C3555	COBRA Past Due Notice	$3.00	
C3660	Rate Change Notification for Waiting Period-CLC11	$3.00	
M50Z8	Women's Health & Cancer Rights Act Notice	$3.50	
	HIPAA Administration Options—Activity Priced Only		
H3247	Retro HIPAA Special Enrollment Notice	$2.00	
H4662	Post COBRA HIPAA Certificate	$3.00	
H4863	Waiting Period HIPAA Certificate	$3.00	
H49Z7	HIPAA Privacy Notice	$4.75	
H6053	HIPAA Certificate	$3.00	
H6151	HIPAA Special Enrollment Notice	$2.00	
	Miscellaneous Fees		
C2587	Carrier Eligibility Fee – Per Carrier Per Recipient (4 weekly, 1 monthly report) -- $25.00	$25.00	
C2686	Monthly Carrier Premium Remittance Fee - Per Carrier Per Recipient (eligibility reports included) -- $50.00	$50.00	

Service Fee Guarantee Period: August 1, 2010 through July 31, 2012

Authorized Signature: _____ **Date:** _____

Name and Title: Honorable Rene A. Ramirez
Hidalgo County Judge

CONEXIS Signature: _____ **Date:** _____

Eva Boucher, CCEP
VP and Chief Compliance Officer

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GK
WORDA-1

DATE (MM/DD/YYYY)
04/28/10

PRODUCER
Brakke-Schafnitz Ins. Brokers
License #0428915
28202 Cabot Road, Suite 500
Laguna Niguel CA 92677-1251
Phone: 949-365-5100 Fax:949-365-5161

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Word and Brown Insurance Administrators, Inc.
(See NOTES for complete Schedule of Named Insured)
721 South Parker, Suite 300
Orange CA 92868

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great American E&S Ins Co	
INSURER B: Travelers Casualty & Surety	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY X CLAIMS MADE ☐ OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	TER1679956	04/30/10	04/30/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deduct.	$ 5,000,000 $ $ $ $ 5,000,000 $ 100,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B		OTHER Fidelity/Employee Theft/Forgery	105435361	04/29/10	04/29/11	Limit: Ded.:	$1,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Agents and Brokers are included for coverage under the Professional Liability coverage.

CERTIFICATE HOLDER

INFORON

FOR INFORMATION PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Gabriella Kaufman

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Named Insured Endorsement:
WORD & BROWN INSURANCE ADMINISTRATORS, INC., DBA'S: WORD AND BROWN, COBRAPRO, FLEXPRO, CONTRACTOR'S CHOICE, ARET, COMPRO, HOURS BANK; WORD & BROWN GENERAL AGENCY;

CHOICE ADMINISTRATORS, INC., PREVIOUSLY KNOWN AS CALIFORNIA CHOICE BENEFITS ADMINISTRATORS, INC.; BENEFITS ALLIANCE.COM, INC., BENEFITS ALLIANCE, LLC, DBA'S: BENEFITS ALLIANCE, CALIFORNIA CHOICE, CALCHOICE, CAL CHOICE, CHOICE ADMINISTRATORS;

CONEXIS BENEFITS ADMINISTRATORS, LP; CONEXIS, INC.; CONEXIS, LLC DBA'S: CONEXIS, CONEXIS BENEFITS ADMINISTRATORS, COMP LINK, COMPLINK

HEALTHCOMPARE INSURANCE SERVICES, INC. (PREVIOUSLY KNOWN AS OBE INSURANCE SERVICES, INC.); MORE BENEFITS. MORE CHOICE., LLC

(As respects Fidelity only):
QUOTIT CORPORATION; WORD AND BROWN 401(K) PROFIT SHARING PLAN

1. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-**

   Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

   NO ACTION taken on this item.

2. **AI-18403 a. Presentation of the scoring & evaluation grid for the purposes of ranking of the responses received in connection with the request for proposals:"Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County";**

   On motion of Commissioner Flores, seconded by Commissioner Handy, the Board made a UNANIMOUS vote of approval.

   b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County" for the following:

   1. Dental: Met-Life, Guardian, The Standard
   2. Vision: Met-Life, The Standard, Guardian
   3. Cancer: All State, Aflac, Colonial Life
   4. Accidental: All State, Unum, Aflac
   5. Long Term and Short Term Disability: Unum, The Standard, Colonial Life
   6. Heart & Stroke: All State, Colonial Life, Bay Bridge
   7. COBRA Administration Services: Connexus, Complete Benefits, Humana
   8. Other:
   Critical Illness: All State, Unum, Aflac
   On-line Services (Related to Section 125): All State, Guardian, Colonial Life

   On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval of the rankings.

   c. Authority to purchase products/policies and/or negotiate (if required) contracts for the Voluntary Insurance Products and/or COBRA Administration Services

   On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval of the rankings.

AI-18403 **26.I.2.**

Section 125 Voluntary Insurance Products & COBRA Admin. Svc. for Hidalgo County

CC REGULAR

Date: 11/10/2009
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Co. Wide

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Information

CAPTION

a. Presentation of the scoring & evaluation grid for the purposes of ranking of the responses received in connection with the request for proposals:"Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County";

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County" for the following:

1. Dental:
2. Vision:
3. Cancer:
4. Accidental:
5. Long Term and Short Term Disability:
6. Heart & Stroke:
7. COBRA Administration Services:
8. Other:

c. Authority to purchase products/policies and/or negotiate (if required) contracts for the Voluntary Insurance Products and/or COBRA Administration Services

BACKGROUND

Originator: msalazar
Date Entered: 11/06/2009 02:46 PM
Comment: Scoring grid is being drafted and will be distributed at CC inasmuch as it will not be ready for attachment before the posting of this agenda.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Most of the budgetary impact is borne by the participating employees via payroll deduction.

Attachments

Link: Participation and Acceptance Logs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 02:47 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 03:08 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/06/2009 04:30 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Gricelda Villarreal Started On: 11/04/2009 03:43 PM

Final Approval Date: 11/06/2009

AI-21834 **23.B.1.**

Approval of ICA between City of Alamo and County of Hidalgo for Tower Rd (Moore South to El Gato) Road Project

CC REGULAR

Date:	06/29/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Recommending to rescind action taken on Agenda Item #21415(approved by CC (6/01/10) of the Interlocal Cooperation Agreement between the City of Alamo and County of Hidalgo for the vicinity of South Tower Road limits of Moore Rd South to El Gato Road for maintenance and improvements.

b. Approval of Interlocal Cooperation Agreement Project - South Tower Road from El Gato Road Improvement Project.

c. Approval of Interlocal Cooperation Agreement between the City of Alamo and County of Hidalgo for the extension of the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-027-0-731

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

BUDGETARY IMPACT:

available balance of $227,201.82 as of 06/25/10.

Attachments

Link: INTERLOCAL AGREEMENT PROJECT

Link: INTERLOCAL AGREEMENT

Link: EXHIBIT A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	06/25/2010 08:37 AM	APRV
2	Budget & Management	Ivan Cantu	06/25/2010 08:53 AM	APRV
3	Roland Garcia	Rolando Garcia	06/25/2010 01:13 PM	APRV
4	Auditor's Office		06/25/2010 05:20 PM	NEW

Form Started By: Rocio Villarreal

Started On: 06/24/2010 04:02 PM

Final Approval Date: 06/25/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct and/or improve a road located in the vicinity of South Tower Road from El Gato Road to the south (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of Alamo.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
§

COUNTY OF HIDALGO

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ALAMO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made on this the _____ day of _____, 2010, by and between the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, Alamo and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, Alamo has made road improvements to Tower Road from the north curb line of **Ridge Road** to the **north curb line** of **Moore Road** within its territorial jurisdiction (the "Tower Road Project or the "Project");

WHEREAS, the County desires to extend the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road. The total length of Project with curb & gutter to be approximately 2,787 LF and an additional 300 feet to be without curb & gutter. The curb and gutter to end 50 feet south of the south edge of El Gato Road, then from that point, the road will taper 300 feet in length south to the existing width of Tower Road (approx 20' to 24' in width). This 300' taper will not have curb & gutter. (the "AdditionalWork");

WHEREAS, Alamo desires to assist County in performing the Work as described herein;

WHEREAS, County and Alamo are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local government to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, Alamo and County, in consideration of the mutual covenants expressed herein agree as follows;

1. The County and the City agree for the City to provide all labor, materials and equipment necessary to extend the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road. The total length of Project with curb & gutter to be approximately 2,787 LF and an additional 300 feet to be without curb & gutter. The curb and gutter to end 50 feet south of the south edge of El Gato Road, then from that point, the Road will taper 300 feet in the length south to the existing width of Tower Road (approx 20' to 24' in width). This 300' taper will not have curb & gutter.

2. Alamo, at its sole cost and expense, shall be responsible for providing a new connection to an existing manhole, 70 feet of sanitary sewer line, trench protection and the re-compaction cost of the existing gravity sewer line, estimated to cost Seven Thousand Seven Hundred and Thirty Dollars and No. 100ths ($7,730.00).

3. County, at its sole cost and expense, shall be responsible for providing caliche on site, installing paving, converting type C inlets to type F and remove any existing caliche and asphalt from the site including the detour portion when it is no longer needed.

4. Upon completion of the Additional Work, Alamo shall invoice County for the amount of Two Hundred and Twenty One Thousand one Hundred and Fifty Dollars and No/100ths ($221,150.00) and County agrees to **pay** Alamo within thirty (30) days of receipt of such invoice.

5. Alamo agrees to release County from any and all liability which may arise due to the work described in the first numbered term of the agreement.

6. Upon completion of the work described in the first numbered term of the agreement. County shall be responsible for maintenance of the roadway which lies within the County's jurisdiction so long as such portion of the roadway remains within the County's jurisdiction.

7. **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 thee 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 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.

8. **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.

9. **Entire Agreement.** This Agreement contains the entire contact between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any 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 Alamo and County, and not otherwise.

10. **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.

11. **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 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 Alamo:	City of Alamo, Texas Attention: Mayor Rudy Villarreal 420 N. Tower Road Alamo, Texas 78516
If to County:	Hidalgo County, Texas Attention : Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Hector Palacios Commissioner, Precinct No. 2 301 E. State Street Pharr, Texas 78577

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 Sates mail.

12. **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.

13. **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. **Assignment.** This Agreement shall not be assignable.

15. **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.

16. **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.

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

18. **Government Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services of functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **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.

20. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "A" attached herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, City Secretary

HIDALGO COUNTY

By: _____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

REGISTRATION NUMBER F-1513
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: May 5, 2010 Sheet 1 of 1

Project: South Tower Road Paving Improvements

Location: Moore Road to El Gato Road

Owner: City of Alamo

Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E.,R.P.L.S.

BASIS OF ESTIMATE

_____ No Design Complete
__X__ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**Paving Improvements**				
	12" Caliche Base (Labor Only)	SY	18,000	4.00	72,000.00
	7" Caliche Base (Labor Only)	SY	3,000	3.00	9,000.00
	6" Subgrade Preparation	SY	19,500	1.00	19,500.00
	3% Lime Stabilization	SY	19,500	1.50	29,250.00
	18" Curb & Gutter	LF	6,000	6.00	36,000.00
	Remove & Haul Off Exist Asphalt & Caliche	SY	11,000	**To Be Done by County**	
	15.0' Detour Lane (1½" Hot Mix, 8" Caliche, Subgrade)	SY	4,400	6.00	26,400.00
	*Traffic Control	LS	1	5,000.00	5,000.00
	**Striping	LS	1	19,000.00	19,000.00
	Modify Type "CC" to Type "A" Inlet	EA	14	**To Be Done by County**	
	Construction Staking	LS	1	5,000.00	5,000.00
	TO BE PAID BY HIDALGO COUNTY PCT. NO. 2			**Subtotal:**	**$ 221,150.00**
	***Recompact Exist SS. Trough (8.0' Deep in 1.0' Lifts)	LF	650	7.00	4,550.00
	***Connect to Manhole @ Moore Road	EA	1	1,500.00	1,500.00
	***8" P.V.C. SDR-26	LF	70	21.00	1,470.00
	***Trench Safety Protection	LF	70	3.00	210.00
	TO BE PAID BY THE CITY OF ALAMO			**Subtotal:**	**$ 7,730.00**
			Total for Change Order:		**228,880.00**
	*Hot Mix by County, Caliche Material by County				
	**Reflecting Striping or Thermo Plastic				
	***Item to be paid by the City of Alamo				

AI-21654 **23.C.1.**

BCAP-Pct 4-Round III - Road & Drainage Construction Award Recommendations

CC REGULAR

Date:	06/29/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	CAP Pct.4

Information

CAPTION

Presentation and action on recommendations by project engineers to award to the lowest bidders meeting all specifications for the following projects:
a. Total Commitment, LLC in the amount of $117,713.00 for Bid No. CAP-10-171-05-05-YSI “Road & Drainage Construction for Colonia Esperanza #2” (Project Engineer: Quintanilla, Headley & Associates);

b. Garcia & Martinez Paving, Inc. in the amount of $137,699.00 for Bid No. CAP-10-175-05-12-YSI “Road & Drainage for Seminary Village Subdivision” (Project Engineer: J. E. Saenz & Associates);

c. Garcia & Martinez Paving, Inc. in the amount of $181,963.50 for Bid No. CAP-10-176-05-12-YSI “Road & Drainage Construction for Las Brisas Subdivision (Project Engineer: J. E. Saenz & Associates).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: Funds 1312 & 1200
FUNDS AVAILABLE Y/N?: Y/Pending	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending approval of misc. transfers (AI#21781, 21784, 21786, and 21787) See attached funding analysis.

Attachments

Link: esperanza2 award docs 21654

Link: seminary award docs 21654

Link: las brisas award doc

Link: Funding analysis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	06/17/2010 01:08 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 01:29 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 03:17 PM	APRV
4	Yvette Islas (Originator)	Yvette Islas	06/22/2010 10:12 AM	APRV
5	Auditor's Office	Angela Garcia	06/22/2010 10:37 AM	APRV
6	Manuel Chapa	Manuel Chapa	06/23/2010 09:57 AM	APRV

Form Started By: Yvette Islas Started On: 06/14/2010 02:21 PM

Final Approval Date: 06/23/2010

Colonia Esperanza Subdivision
CSJ: 3C1080844
Cost Breakdown
Precinct 4

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	18.07	STA	$300.00	$5,421.00
104	Removing Concrete	316	LF	$4.00	$1,264.00
152	6" Road Grader work (Dens Cont) Subgrade	5300	SY	$1.25	$6,625.00
247	Flex Base (RD DEL) TY "E" GR4	5300	CY	$5.00	$26,500.00
260	Lime Treatment (Exist Mtrl) (6") (Subgr)	5300	SY	$2.00	$10,600.00
260	Lime (HYD, COM PR QK) (Slurry)	5300	TON	$1.00	$5,300.00
310	Prime Coat (MC-30)	1060	GAL	$5.00	$5,300.00
340	Asph Conc ACP Surface (TY "D") (1.5")	5300	SY	$6.75	$35,775.00
500	Mobilization	1	LS	$600.00	$600.00
502	Barricades, Signs and Traffic Handling	4	LS	$250.00	$1,000.00
	SubTotal Base Bid →				**$98,385.00**
	DRAINAGE				
464	RCP (CL III) (18")	188	LF	$20.00	$3,760.00
465	Inlet (Type "A")	4	EA	$2,200.00	$8,800.00
465	Storm Sewer Manhole	1	EA	$2,000.00	$2,000.00
529	Concrete Curb & Gutter (Ty "A") (Barrier)	316	SY	$6.75	$2,133.00
529	6" Concrete Valley Gutter	65	LF	$17.00	$1,105.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	2	EA	$600.00	$1,200.00
5249	Temp Sedmt Cont Fence	110	LF	$2.00	$220.00
5249	Temp Sedmt Cont Fence (Remove)	110	LF	$1.00	$110.00
	SubTotal Drainage →				**$19,328.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$117,713.00**

Project Length: (LF)		1600
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**151,515.15**
Roadwork Allocation (Eng, Road Const and Contingency)	**$**	**85,605.53**
Allowed Increase:	$	65,909.62

25% Inc. Allowed: **$ 21,401.38**

Road Construction Allocation:	$	57,100.00
Possible 25% Transfer In Other Projects:	$	21,401.38
Contingency Transfer In:	$	9,844.90
Total Allocation, 25% Transfer and Contingency Transfer	$	88,346.28
Low Base Bid Road Construction:		$98,385.00
Overrun/Underrun		($10,038.72) *

Drainage Allocation:	$19,118.00
Transfer In: Other Projects	
Total Allocation and Transfer	**$19,118.00**
Drainage Cost:	$19,328.00
Overrun/Underrun	**-$210.00** **

Colonia Esperanza Subdivision
CSJ: 3C1080844
Cost Breakdown
Precinct 4

*$21,401.38 can be covered with transfer from Trenton Terrace 734
**$210.00 can be covered with transfer from Trenton Terrace 733
Balance of overrun can be covered with Precinct' Road and Bridge Acco
Approximately $10,573.12 out of Road and Bridge

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-124-844-0-312	COL ESPERANZA #2-INDIRECT COST	.00	3,009.20	.00	83.56	2,925.64	2.78
0-1312-431-00-124-844-0-334	COL ESPERANZA #2-ENG & ARCH SRV	.00	3,353.59	2,012.16	1,341.43	.00	100.00
0-1312-431-00-124-844-0-339	COL ESPERANZA #2-OTHER PROF SERVICES	.00	2,667.63	2,667.63	.00	.00	100.00
0-1312-431-00-124-844-0-540	COL ESPERANZA #2-ADVERTISING	.00	1,612.20	.00	1,597.20	15.00	99.07
0-1312-431-00-124-844-0-731	COL ESPERANZA #2-ROADS	.00	88,346.28	.00	.00	88,346.28	.00
0-1312-431-00-124-844-0-733	COL ESPERANZA #2-DRAINAGE DITCHES	.00	19,118.00	.00	.00	19,118.00	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**118,106.90**	**4,679.79**	**3,022.19**	**110,404.92**	**6.52**
0 YEAR 0		**.00**	**118,106.90**	**4,679.79**	**3,022.19**	**110,404.92**	**6.52**

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 16, 2010

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Colonia Esperanza #2 (3C1080844) to the low bidder, Total Commitment, LLC, for a total bid of $117,713.00.

My records indicate that the bid amounts for this population-allocation project exceed amounts remaining, as shown below. However, I understand that the County will cover any shortfall with under runs from other allocation projects.

Project	Amount Remaining 06/16/10			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Colonia Esperanza #2	19,118.00	$79,534.16	$98,652.16	**$19,328.00**	**$98,385.00**	**$117,713.00**

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

Registration Number F-1513

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

May 6, 2010

Agapito Vargas, Jr., HCCAP Director
Hidalgo County Border Access Program
301 E. State Street
Pharr, TX78577

Re: "Road & Drainage Construction for Colonia Esperanza Unit #2 Subdivision"
Bid No.: CAP-10-171-05-05-YSI

Dear Mr. Vargas:

Bids for the above mentioned project were received and opened on May 5, 2010. Five bids were received and are as follows:

1.	MF Site Construction	$ 169,378.65
2.	Total Commitment, LLC	$ 117,713.00
3.	Saenz Utility Contractors	$ 172,524.00
4.	Closner Construction, LLC	$ 169,795.50
5.	Sascon, Inc.	$ 146,469.05

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to the lowest responsive bid from Total Commitment, LLC in the amount of $117,713.00.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM	
BID OPENING DATE: May 05, 2010	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR COLONIA ESPERANZA UNIT # 2"	
BID NO: CAP-10-171-05-05-YSI	

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	MF Site Construction	$169,378.65	Bid Bond Included
2.	Total Commitment, LLC	$117,713.00	Bid Bond Included
3.	Saenz Utility Contractors	$172,524.00	Bid Bond Included
4.	Closner Construction, LLC	$169,795.50	Bid Bond Included
5.	Sascon, Inc.	$146,469.05	Bid Bond Included
6.			
7.			
8.			
9.			
10.			

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"Gloria Beltran"; juan.carranza@co.hidalgo.tx.us; johnpaul.lugo@co.hidalgo.tx.us; "dina trevino"; marcie.jackson@co.hidalgo.tx.us; "Valde "
Subject:	Agenda Item - Award low bid Colonia Esperanza
Date:	Wednesday, June 16, 2010 2:27:21 PM
Attachments:	txdot concurrence low bid award 2nd adv col esperanza.pdf Cost Breakdown new bid colonia esperanza.xls exp report jun142010.PDF Letter of Recomendation 5-6-100001.pdf

Yvette, please place the following item on CC agenda for Tuesday 22nd June 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Colonia Esperanza (CSJ: 3C1080844)
Project Location: Precinct 4
Low Bidder: Total Commitment LLC, Mission, TX
Project Engineer: Quintanilla, Headley and Associates, Inc.
Account: 0-1312-431-00-124-844-0-733 & 734

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

Seminary Village Subdivision
CSJ: 3C1080657
Cost Breakdown
Precinct 4

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	14.37	STA	$1,325.00	$19,040.25
2	152	6" Road Grader work (Dens Cont) Subgrade	4364	SY	$3.00	$13,092.00
3	247	Flex Base (RD DEL) TY "E" GR4	4100	CY	$5.70	$23,370.00
4	260	Lime Treatment (Exist Mtrl) (6") (Subgr)	46	SY	$175.00	$8,050.00
5	275	Cement for Subgrade (Road Mixed)	32	TON	$190.00	$6,080.00
6	310	Prime Coat (MC-30)	798	GAL	$3.80	$3,032.40
7	340	Asph Conc ACP Surface (TY "D") (1.5")	3832	SY	$7.25	$27,782.00
8	500	Mobilization	1	LS	$1,500.00	$1,500.00
9	502	Barricades, Signs and Traffic Handling	2	MO	$1,200.00	$2,400.00
10	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	2	SY	$1,000.00	$2,000.00
		SubTotal Base Bid →				**$106,346.65**
		DRAINAGE				
1	402	Trench Excavation Protection	629	LF	1	$629.00
2	464	RCP (CL III) (18")	534	LF	$21.00	$11,214.00
3	464	RCP (CL III) (15")	95	LF	$29.00	$2,755.00
4	467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	4	EA	$850.00	$3,400.00
5	506	Temp Sedmt Cont Fence	300	LF	$2.25	$675.00
6	506	Temp Sedmt Cont Fence (Remove)	300	LF	$2.25	$675.00
7	530	Driveways (Asphalt, Concrete, Pavement)	283	SY	$9.45	$2,674.35
8	530	Driveways (Concrete)	311	SY	$30.00	$9,330.00
		SubTotal Drainage →				**$31,352.35**
		GrandTotal Roadwork Base Bid and Drainage →				**$137,699.00**

Project Length: (LF)	1425.6		
Cost Per Linear Feet @ $500K/mile:	$ 94.70		
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 135,004.32**	**Amount Increase:**	**$33,750.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 135,000.00**		
Allowed Increase:	Inc. Not Allowed		

Road Construction Allocation:	$ 96,647.00
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ 7,500.00
Total Allocation, 25% Transfer and Contingency Transfer	$ 104,147.00
Low Base Bid Roadwork	$106,346.65

Drainage Allocation:	$ 36,400.00
Transfer In: Other Projects	
Total Allocation and Transfer	$36,400.00
Drainage Cost:	$31,352.35
Overrun/Underrun	$5,047.65

Seminary Village Subdivision
CSJ: 3C1080657
Cost Breakdown
Precinct 4

Overrun/Underrun	($2,199.65)

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-124-657-0-312	SEMINARY VILLAGE SUBD-INDIRECT COST	.00	4,760.09	.00	.00	4,760.09	.00
0-1312-431-00-124-657-0-334	SEMINARY VILLAGE SUBD-ENG & ARCH SRV	.00	3,770.80	3,770.80	.00	.00	100.00
0-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	.00	5,999.00	5,999.00	.00	.00	100.00
0-1312-431-00-124-657-0-540	SEMINARY VILLAGE SUBD-ADVERTISING	.00	600.00	57.60	542.40	.00	100.00
0-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	.00	96,647.00	.00	.00	96,647.00	.00
0-1312-431-00-124-657-0-733	SEMINARY VILLAGE SUBD-DRAINAGE DITCHES	.00	36,400.00	.00	.00	36,400.00	.00
0-1312-431-00-124-657-0-899	SEMINARY VILLAGE SUBD-CONTINGENCY	.00	7,500.00	.00	.00	7,500.00	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**155,676.89**	**9,827.40**	**542.40**	**145,307.09**	**6.66**
0 YEAR 0		**.00**	**155,676.89**	**9,827.40**	**542.40**	**145,307.09**	**6.66**

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 17, 2010

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Seminary Village Subdivision (3C1080657) to the low bidder, Garcia and Martinez Paving, for a total bid of $137,699.00.

My records indicate that the bid amounts for this population-allocation project are within amounts remaining, as shown below.

Project	Amount Remaining 06/17/10			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Seminary Village	$36,400.00	$119,276.89	$155,676.89	$31,352.35	$106,346.65	$137,699.00

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

May 17, 2010

Mr. Oscar L. Garza
Commissioner
Hidalgo County Precinct #4
1102 N. Doolittle Road
Edinburg, Texas 78539

Re: Bid No. CAP-10-175-05-12-YSI
Seminary Village Subdivision

Mr. Garza,

We have reviewed the unit prices and the amount totals for the bids submitted for Bid No CAP-10-175-05-12-YSI Road Construction of Seminary Village Subdivision. After review and tabulation of unit price bids, Garcia & Martinez Paving has submitted the lowest Bid Proposal, with a Base Bid amount of $137,699.00. The second lowest bid proposal was submitted by Closner Construction in the amount of $148,118.75.

With this in mind, please consider our recommendation that the total base bid amount for contract Bid No. CAP-10-175-05-12-YSI Road Construction of Seminary Village Subdivision be awarded to Garcia & Martinez Paving in the amount of $137,699.00.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
President

Cc: Agapito Vargas Hidalgo County Colonia Project Coordinator

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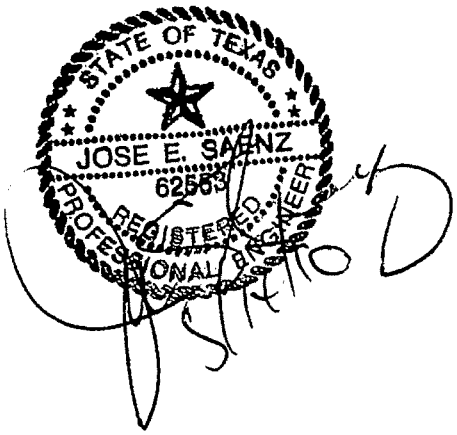
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Border Colonia Access Program Round #3
Seminary Village Subdivision
Bid Tabulation Sheet

No.	Item Code	Description	Unit	Quantity	Garcia & Martinez Paving		Closner Construction		O.G. Construction		JM Construction	
					Rates	Dollars	Rates	Dollars	Rates	Dollars	Rates	Dollars
		(905) ROADWAY										
1	100	Preparation of Right-of-Way	Sta	14.37	$ 1,325.00	$ 19,040.25	$ 250.00	$ 3,592.50	$ 800.00	$ 11,496.00	$ 700.00	$ 10,059.00
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	4,364	$ 3.00	$ 13,092.00	$ 2.75	$ 12,001.00	$ 3.00	$ 13,092.00	$ 6.00	$ 26,184.00
3	247	8" FL BS(Compl in Plac)	S.Y.	4,100	$ 5.70	$ 23,370.00	$ 8.25	$ 33,825.00	$ 8.00	$ 32,800.00	$ 5.00	$ 20,500.00
4	260	Lime Treated For Base Course	TONS	46	$ 175.00	$ 8,050.00	$ 175.00	$ 8,050.00	$ 200.00	$ 9,200.00	$ 186.00	$ 8,556.00
5	340	Asph. Conc. Ty D	S.Y.	3,832	$ 7.25	$ 27,782.00	$ 7.75	$ 29,698.00	$ 10.00	$ 38,320.00	$ 9.50	$ 36,404.00
6	310	Asph. Matrl. (MC-30)	Gal.	798	$ 3.80	$ 3,032.40	$ 4.75	$ 3,790.50	$ 8.00	$ 6,384.00	$ 7.00	$ 5,586.00
7	500	Mobilization	L.S.	1	$ 1,500.00	$ 1,500.00	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00
8	502	Barricades, Signs and Traffic Handling	Mo	2	$ 1,200.00	$ 2,400.00	$ 1,500.00	$ 3,000.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00
9	530	Turnouts	Ea	2	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00	$ 800.00	$ 1,600.00	$ 1,500.00	$ 3,000.00
10	275	Cement For Subgrade (Road Mixed)	TONS	32	$ 190.00	$ 6,080.00	$ 225.00	$ 7,200.00	$ 300.00	$ 9,600.00	$ 120.00	$ 3,840.00
		Total Roadway				**$ 106,346.65**		**$ 107,657.00**		**$ 126,492.00**		**$ 116,129.00**
		(906) DRAINAGE										
11	402	Trench Excavation Protection	L.F.	629	$ 1.00	$ 629.00	$ 5.00	$ 3,145.00	$ 3.00	$ 1,887.00	$ 3.00	$ 1,887.00
12	464	15" RCP Storm Drain	L.F.	534	$ 21.00	$ 11,214.00	$ 22.00	$ 11,748.00	$ 22.00	$ 11,748.00	$ 25.00	$ 13,350.00
13	464	18" RCP Culvert	L.F.	95	$ 29.00	$ 2,755.00	$ 32.00	$ 3,040.00	$ 24.00	$ 2,280.00	$ 32.00	$ 3,040.00
14	530	Driveways (Asph Pav) (PBR-1)	S.Y.	283	$ 9.45	$ 2,674.35	$ 8.25	$ 2,334.75	$ 12.00	$ 3,396.00	$ 26.00	$ 7,358.00
15	530	Driveways (Conc Pav) (PBR-1)	S.Y.	311	$ 30.00	$ 9,330.00	$ 54.00	$ 16,794.00	$ 42.00	$ 13,062.00	$ 52.00	$ 16,172.00
16	506	Tem Sedmt Cont Fence (Installed)	L.F.	300	$ 2.25	$ 675.00	$ 3.00	$ 900.00	$ 2.00	$ 600.00	$ 3.00	$ 900.00
17	506	Tem Sedmt Cont Fence Handling (Removed)	L.F.	300	$ 2.25	$ 675.00	$ 1.00	$ 300.00	$ 1.00	$ 300.00	$ 3.00	$ 900.00
18		Safety End Treatment	Ea.	4	$ 850.00	$ 3,400.00	$ 550.00	$ 2,200.00	$ 450.00	$ 1,800.00	$ 600.00	$ 2,400.00
		Total Drainage				**$ 31,352.35**		**$ 40,461.75**		**$ 35,073.00**		**$ 46,007.00**
		TOTAL BASE AMOUNTS:				**$ 137,699.00**		**$ 148,118.75**		**$ 161,565.00**		**$ 162,136.00**

NOTE:
INDICATES CHANGES



HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR SEMINARY VILLAGE SUBDIVISION"

BID NO: CAP-10-175-05-12-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Garcia & Martinez Paving Inc.	$137,699.00	Bid Bond Included
2.	Closner Construction Co., LC	$148,118.75 correct amount $150,593.75 read amount	Bid Bond Included
3.	JM Construction	$162,136.00	Bid Bond Included
4.	OG Construction Co. LLC	$161,565.00 correct amount $ 175,645.00 read amount	Bid Bond Included
5.			
6.			
7.			
8.			
9.			
10.			

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, June 16, 2010 4:08 PM
To: 'Yvette Islas'
Cc: 'Gloria Beltran'; juan.carranza@co.hidalgo.tx.us; johnpaul.lugo@co.hidalgo.tx.us; marcie.jackson@co.hidalgo.tx.us; 'Valde '; 'dina trevino'
Subject: Agenda Item - Low Bid Award, Seminary Village
Attachments: ltr of recommendation low bid award seminary village.pdf; ltr txdot request concurrence low bid award seminary village.pdf; exp report june162010.PDF; Cost Breakdown seminary village.xls

Yvette, please place the following item on CC agenda for Tuesday 22nd June 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Seminary Village Subdivision (CSJ: 3C1080657)
Project Location: Precinct 4
Low Bidder: Garcia and Martinez Paving, Alton, TX
Project Engineer: J. E. Saenz and Associates, Inc.
Account: 0-1312-431-00-124-657-0-731 & 733

Attached is correspondence to TXDOT requesting concurrence, engineer's letter of recommendation, cost breakdown, engineering tabulation.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

Las Brisas Subdivision
CSJ: 3C1080844
Cost Breakdown
Precinct 4

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	13.26	STA	$1,680.00	$22,276.80
2	152	6" Road Grader work (Dens Cont) Subgrade	5774	SY	$2.00	$11,548.00
3	247	Flex Base (RD DEL) TY "E" GR4	5596	CY	$5.50	$30,778.00
4	260	Lime Treatment (Exist Mtrl) (6") (Subgr)	28	SY	$175.00	$4,900.00
5	275	Cement for Subgrade (Road Mixed)	29	TON	$190.00	$5,510.00
6	310	Prime Coat (MC-30)	955	GAL	$3.80	$3,629.00
7	340	Asph Conc ACP Surface (TY "D") (1.5")	4773	SY	$7.30	$34,842.90
8	500	Mobilization	1	LS	$1,500.00	$1,500.00
9	502	Barricades, Signs and Traffic Handling	2	LS	$1,200.00	$2,400.00
10	530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	1	SY	$1,000.00	$1,000.00
		SubTotal Base Bid →				**$118,384.70**
		DRAINAGE				
1	402	Trench Excavation Protection	114	LF	1	$114.00
2	464	RCP (CL III) (18")	45	LF	$29.00	$1,305.00
3	464	RCP (CL III) (24")	617	LF	$34.00	$20,978.00
4	464	RCP (CL III) (24")	382	LF	$4.00	$1,528.00
5	465	Inlet (Type "A")	2	EA	$2,950.00	$5,900.00
6	465	Storm Sewer Manhole	2	EA	$2,400.00	$4,800.00
7	465	6' Valley Gutter	28	SY	$40.00	$1,120.00
8	465	Headwall (24" Drain)	1	EA	$850.00	$850.00
9	506	Temp Sedt Cont Fence	136	LF	$2.25	$306.00
10	506	Temp Sedt Cont Fence (Remove)	136	LF	$2.25	$306.00
11	529	Concrete Curb & Gutter (Ty "A") (Barrier)	2801	LF	$6.00	$16,806.00
12	530	Driveways (Asphalt, Concrete, Pavement)	328	SY	$9.40	$3,083.20
13	530	Driveways (Concrete)	92	SY	$46.55	$4,282.60
14	556	Safety End Treatment	2	EA	$850.00	$1,700.00
15		Connect to Existing Ditch	1	LS	$500.00	$500.00
		SubTotal Drainage →				**$63,578.80**
		GrandTotal Roadwork Base Bid and Drainage →				**$181,963.50**

Project Length: (LF)	1325.53
Cost Per Linear Feet @ $500K/mile:	$ 94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$ 125,527.69**
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 130,000.00**

Las Brisas Subdivision
CSJ: 3C1080844
Cost Breakdown
Precinct 4

Allowed Increase:	Inc. Not Allowed	**Amt Inc.:**	$ -

Road Construction Allocation:	$ 93,836.25	
Possible 25% Transfer In Other Projects:	$ -	
Contingency Transfer In:	$ 4,626.25	
Total Allocation, 25% Transfer and Contingency Transfer	$ 98,462.50	
Low Base Bid Roadwork	$118,384.70	
Overrun/Underrun	($19,922.20)	*

Drainage Allocation:	$ 47,500.00	
Transfer In: Other Projects		
Total Allocation and Transfer	$47,500.00	
Drainage Cost:	$63,578.80	
Overrun/Underrun	($16,078.80)	**

*Transfer from Pct 4 Road and Bridge account.
**Transfer from CAP Trenton Terrace account drainage

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1200 R&B COUNTYWIDE							
0-1200-431-00-124-406-0-731	PCT2-LAS BRISAS-ROADS	19,922.20	.00	.00	.00	19,922.20	.00
1200 R&B COUNTYWIDE		**19,922.20**	**.00**	**.00**	**.00**	**19,922.20**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-124-406-0-312	LAS BRISAS-INDIRECT COST	4,584.27	.00	.00	.00	4,584.27	.00
0-1312-431-00-124-406-0-334	LAS BRISAS-ENG & ARCH SRV	3,905.00	3,905.00	.00	.00	.00	100.00
0-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	6,212.50	6,212.50	.00	.00	.00	100.00
0-1312-431-00-124-406-0-540	LAS BRISAS-ADVERTISING	600.00	600.00	.00	.00	.00	100.00
0-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	93,836.25	.00	.00	.00	93,836.25	.00
0-1312-431-00-124-406-0-733	LAS BRISAS-DRAINAGE DITCHES	47,500.00	.00	.00	.00	47,500.00	.00
0-1312-431-00-124-406-0-899	LAS BRISAS-CONTINGENCY	4,626.25	.00	.00	.00	4,626.25	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**161,264.27**	**10,717.50**	**.00**	**.00**	**150,546.77**	**6.65**
0 YEAR 0		**181,186.47**	**10,717.50**	**.00**	**.00**	**170,468.97**	**5.92**

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director
17 June 2010

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-10-176-05-12-YSI 3rd Call Project; Las Brisas Subdivision
CSJ: 3C1080406

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

J.E. Saenz and Associates, Inc. have reviewed bids and tabulations and are recommending Garcia and Martinez Paving of Alton, Texas as the low bidder for the above-referenced project. The amount budgeted for Las Brisas Subdivision is $130,000.00 for road work and $47,500.00 for drainage work for a total of $177,500.00. Based on the low bid amounts, the project has overruns for both roadwork and drainage. BCAP funds will not utilize as it will exceed the $500K/Mile Cap. Project overruns will be covered by transferring funds from the Precinct's road and bridge and the drainage portion will be supplemented utilizing BCAP drainage funds.

The award will be to the low bidder Garcia and Martinez Paving with a low bid amount of $181,963.50 for Las Brisas subdivision. The bids received were as follows:

Contractor	Read Total	Correct Total
Garcia and Martinez Paving	$180,613.50	$181,963.50
Closner Construction Co.	$204,693.30	$204,629.55
J.M. Construction	$212,409.11	$212,409.11

O.G. Construction Co., LLC	$211,243.00	$211,243.00

Commissioner Oscar L. Garza concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 460-6364.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Oscar L. Garza, Hidalgo County Precinct 4 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Juan Manuel Carranza, Chief Administrator Precinct 4 (email)
Gloria Beltran, Executive Assistant, Precinct 4 (email)
John Paul Lugo, County-Wide BCAP Coordinator (email)
Katia Garcia, Grant Accountant I (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

June 21, 2010

Mr. Oscar L. Garza
Commissioner
Hidalgo County Precinct #4
1102 N. Doolittle Road
Edinburg, Texas 78539

Re: Bid No. CAP-10-176-05-12-YSI
Las Brisas Subdivision

Mr. Garza,

We have reviewed the unit prices and the amount totals for the bids submitted for Bid No CAP-10-176-05-12-YSI Road Construction of Las Brisas Subdivision. After review and tabulation of unit price bids, Garcia & Martinez Paving has submitted the lowest Bid Proposal, with a Base Bid amount of $181,963.50. The second lowest bid proposal was submitted by Closner Construction in the amount of $204,629.55.

With this in mind, please consider our recommendation that the total base bid amount for contract Bid No. CAP-10-176-05-12-YSI Road Construction of Las Brisas Subdivision be awarded to Garcia & Martinez Paving in the amount of $181,963.50.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
President

Cc: Agapito Vargas Hidalgo County Colonia Project Coordinator

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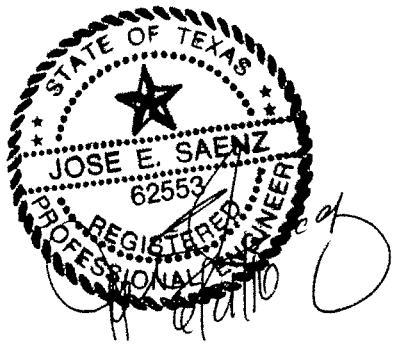
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(956) 383-3736 FAX
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Border Colonia Access Program Round #3
Las Brisas Bid Tabulation Sheet

No.	Item Code	Description	Unit	Quantity	Garcia & Martinez Paving		Closner Construction		O.G. Construction		JM Construction	
					Rates	Dollars	Rates	Dollars	Rates	Dollars	Rates	Dollars
		(905) ROADWAY										
1	100	Preparation of Right-of-Way	Sta	13.26	$ 1,680.00	$ 22,276.80	$ 250.00	$ 3,315.00	$ 800.00	$ 10,608.00	$ 814.00	$ 10,793.64
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	5,774	$ 2.00	$ 11,548.00	$ 3.75	$ 21,652.50	$ 3.00	$ 17,322.00	$ 4.00	$ 23,096.00
3	247	8" FL BS(Compl in Plac)	S.Y.	5,596	$ 5.50	$ 30,778.00	$ 8.25	$ 46,167.00	$ 7.00	$ 39,172.00	$ 5.80	$ 32,456.80
4	260	Lime Treated For Base Course	TONS	28	$ 175.00	$ 4,900.00	$ 175.00	$ 4,900.00	$ 200.00	$ 5,600.00	$ 169.00	$ 4,732.00
5	340	Asph. Conc. Ty D	S.Y.	4,773	$ 7.30	$ 34,842.90	$ 7.60	$ 36,274.80	$ 10.00	$ 47,730.00	$ 8.95	$ 42,718.35
6	310	Asph. Matrl. (MC-30)	Gal.	955	$ 3.80	$ 3,629.00	$ 4.75	$ 4,536.25	$ 8.00	$ 7,640.00	$ 6.00	$ 5,730.00
7	500	Mobilization	L.S.	1	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00
8	502	Barricades, Signs and Traffic Handling	Mo	2	$ 1,200.00	$ 2,400.00	$ 1,500.00	$ 3,000.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00
9	530	Turnouts	Ea	1	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 800.00	$ 800.00	$ 1,500.00	$ 1,500.00
10	275	Cement For Subgrade (Road Mixed)	TONS	29	$ 190.00	$ 5,510.00	$ 225.00	$ 6,525.00	$ 300.00	$ 8,700.00	$ 86.00	$ 2,494.00
		Total Roadway				**$ 118,384.70**		**$ 130,870.55**		**$ 140,572.00**		**$ 125,520.79**
		(906) DRAINAGE										
11	402	Trench Excavation Protection	L.F.	114	$ 1.00	$ 114.00	$ 5.00	$ 570.00	$ 2.00	$ 228.00	$ 1.00	$ 114.00
12	464	18" RCP Storm Drain	L.F.	45	$ 29.00	$ 1,305.00	$ 32.00	$ 1,440.00	$ 24.00	$ 1,080.00	$ 32.00	$ 1,440.00
13	464	24" RCP Culvert	L.F.	617	$ 34.00	$ 20,978.00	$ 42.00	$ 25,914.00	$ 32.00	$ 19,744.00	$ 46.00	$ 28,382.00
14	465	6'x4' Type A Curb Inlet	Ea	2	$ 2,950.00	$ 5,900.00	$ 2,200.00	$ 4,400.00	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00
15	465	48" Dia. Concrete Manhole	Ea.	2	$ 2,400.00	$ 4,800.00	$ 2,800.00	$ 5,600.00	$ 3,000.00	$ 6,000.00	$ 1,800.00	$ 3,600.00
16	529	18"x12" Concrete Curb and Gutter	L.F.	2,801	$ 6.00	$ 16,806.00	$ 7.00	$ 19,607.00	$ 7.00	$ 19,607.00	$ 8.32	$ 23,304.32
	464	18" RCP Storm Drain (Remove)	L.F.	382	$ 4.00	$ 1,528.00	$ 5.00	$ 1,910.00	$ 24.00	$ 9,168.00	$ 10.00	$ 3,820.00
	530	Driveways (Asph Pav) (PBR-1)	S.Y.	328	$ 9.40	$ 3,083.20	$ 7.00	$ 2,296.00	$ 10.00	$ 3,280.00	$ 26.00	$ 8,528.00
	530	Driveways (Conc Pav) (PBR-1)	S.Y.	92	$ 46.55	$ 4,282.60	$ 54.00	$ 4,968.00	$ 40.00	$ 3,680.00	$ 47.00	$ 4,324.00
17	506	Tem Sedmt Cont Fence (Installed)	L.F.	136	$ 2.25	$ 306.00	$ 2.25	$ 306.00	$ 2.00	$ 272.00	$ 3.00	$ 408.00
18	506	Tem Sedmt Cont Fence Handling (Removed)	L.F.	136	$ 2.25	$ 306.00	$ 1.00	$ 136.00	$ 1.00	$ 136.00	$ 3.00	$ 408.00
19	465	6' Valley Gutter	S.Y.	28	$ 40.00	$ 1,120.00	$ 54.00	$ 1,512.00	$ 42.00	$ 1,176.00	$ 45.00	$ 1,260.00
20		Safety End Treatment	Ea.	2	$ 850.00	$ 1,700.00	$ 550.00	$ 1,100.00	$ 400.00	$ 800.00	$ 500.00	$ 1,000.00
21		Connect to Existing	L.S.	1	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00	$ 800.00	$ 800.00	$ 2,000.00	$ 2,000.00
22		Head Wall	Ea.	1	$ 850.00	$ 850.00	$ 1,500.00	$ 1,500.00	$ 700.00	$ 700.00	$ 4,300.00	$ 4,300.00
		Total Drainage				**$ 63,578.80**		**$ 73,759.00**		**$ 70,671.00**		**$ 86,888.32**
		TOTAL BASE AMOUNTS:				**$ 181,963.50**		**$ 204,629.55**		**$ 211,243.00**		**$ 212,409.11**

NOTE:
INDICATES CHANGES



HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM	
BID OPENING DATE: May 12, 2010	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR LAS BRISAS SUBDIVISION"	
BID NO: CAP-10-176-05-12-YSI	

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	ADDENDUM #1	Bid Bond/ Cashier's Check
1.	Garcia & Martinez Paving Inc.	$181,963.50 correct amount $180,613.50 read amount	ACKNOWLEDGED	Bid Bond Included
2.	Closner Construction Co., LC	$204,629.55 correct amount $204,693.30 read amount	ACKNOWLEDGED	Bid Bond Included
3.	OG Construction Co, LLC	$211,243.00	ACKNOWLEDGED	Bid Bond Included
4.	JM Construction	$212,409.11	ACKNOWLEDGED	Bid Bond Included
5.				
6.				
7.				
8.				
9.				
10.				

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Thursday, June 17, 2010 2:26 PM
To: 'Yvette Islas'
Cc: johnpaul.lugo@co.hidalgo.tx.us; 'Valde '; marcie.jackson@co.hidalgo.tx.us
Subject: Agenda Item - Low Bid Award - Las Brisas Subdivision
Attachments: Cost Breakdown las brisas.xls; engineers recommendation and tab sheet.pdf; ltr txdot requesting concurrence low bid award las brisas.pdf

Yvette, please place the following item on CC agenda for Tuesday 22nd June 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Las Brisas Subdivision (CSJ: 3C1080406)
Project Location: Precinct 4
Low Bidder: Garcia & Martinez Paving; Alton, TX
Project Engineer: J. E. Saenz & Associates, Inc.
Account: 0-1312-431-00-124-406-0-731 & 733
0-1200-431-00-124-406-0-731

Attached is correspondence to TXDOT requesting concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.
Thanks,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI#21654 Funding Analysis

Account #		Sage Available As of 6-23-10	Pending Transfer	Agenda Item-6-29	Total	Vendor Cost Breakdown
Colonia Esperanza#2						
0-1312-431-00-124-844-0-731		88,346.28			88,346.28	98,385.00
0-1200-431-00-124-844-0-731		24,381.42			24,381.42	
	Totals	112,727.70	-		112,727.70	98,385.00
0-1312-431-00-124-844-0-733		19,118.00	210.00	AI 21781	19,328.00	19,328.00
Colonia Esperanza#2 - Totals		131,845.70	210.00		132,055.70	117,713.00
Seminary Village						
0-1312-431-00-124-657-0-731		96,647.00	7,500.00	AI 21787	104,147.00	106,346.65
0-1200-431-00-124-657-0-731		2,199.65			2,199.65	
	Totals	98,846.65	7,500.00		106,346.65	106,346.65
0-1312-431-00-124-657-0-733		36,400.00	-		36,400.00	31,352.35
Seminary Village - Totals		135,246.65	7,500.00		142,746.65	137,699.00
Las Brisas						
0-1312-431-00-124-406-0-731		93,836.25	4,626.25	AI 21786	98,462.50	118,384.70
0-1200-431-00-124-406-0-731		19,922.20			19,922.20	
	Totals	113,758.45	4,626.25		118,384.70	118,384.70
0-1312-431-00-124-406-0-733		47,500.00	16,078.80	AI 21784	63,578.80	63,578.80
Las Brisas - Totals		161,258.45	20,705.05		181,963.50	181,963.50