

**SUB-RECIPIENT AGREEMENT
BETWEEN
HIDALGO COUNTY AGRILIFE EXTENSION
AND
TEXAS CITRUS MUTUAL**

This Sub-Recipient Agreement made on this _____ day of _____, 2012, by and between the **HIDALGO COUNTY AGRILIFE EXTENSION SERVICE**, hereinafter referred to as "AgriLife," and **TEXAS CITRUS MUTUAL**, hereinafter referred to as "Sponsor," as follows:

WITNESSETH:

WHEREAS, AgriLife is in partnership with the United States Department of Agriculture's Cooperative System (USDA) and the Commissioners Court of the County of Hidalgo, Texas.

WHEREAS, Sponsor is a non-profit trade association that has been awarded a Cooperative Agreement between itself and the United States Department of Agriculture Animal and Plant Health Inspection Service Plant Protection and Quarantine (APHIS), identified as Agreement No. 12-8448-1530-CA.

WHEREAS, Sponsor has agreed to provide grant funds in the amount of Forty-six Thousand Dollars (\$46,000.00) to AgriLife to support the project entitled "Education and Outreach for Increased Awareness of HLB/ACP Threat in Texas with Emphasis on Quarantine and High Risk Areas" under the direction of Barbara Storz, Hidalgo County AgriLife Extension County Coordinator and Horticultural Agent.

NOW THEREFORE, AgriLife and Sponsor, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **Period of Performance.** The Agreement becomes effective upon the last signature of a signatory, and performance begins thereafter. The term of the Agreement shall be for a period beginning with the signing of the contract and ending March 31, 2013. This contract may be renewed by amendment on an annual basis as long as the prime grant is in effect, however this decision will rest with Sponsor. This Agreement may be extended or renewed only by written agreement of the Parties.
2. **Statement of Objectives.** The scope of work, attached as Exhibit "A" and entitled Service Agreement, is hereby made part of this agreement and is fully incorporated for all purposes.
3. **Compensation.** Sponsor shall compensate AgriLife in an amount not to exceed Forty-six Thousand Dollars (\$46,000.00) from grant funds. *See* Exhibit "B". Sponsor has no obligation and AgriLife has no expectation of reimbursements for costs in excess of the aforementioned sum. AgriLife shall submit invoices and project reports on a monthly basis to Sponsor in accordance with Exhibit B, USDA, APHIS Agreement # 12-8448-1530-CA; CFDA No. 10-025, with a copy to:

County of Hidalgo
Attn: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, TX 78539

And to Sponsor: Texas Citrus Mutual
Attn: Ray Prewett, President
901 Business Park Drive, Ste 400
Mission, TX 78572

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

4. **Monthly Project Reports.** Project Reports from AgriLife Extension to Texas Citrus Mutual will be made monthly to Texas Citrus Mutual, Ray Prewett, at the above address and/or via e-mail at: ray@valleyag.org.

Reports will include:

Date of report; number of educational programs provided since last report, where programs were given and results of any survey information taken. Reports of meetings with large property owners, such as trailer park owners, will be provided with information as to the location of the property, commitment by the owner to utilize preventative measures to reduce the number of Asian Citrus Psyllids, the insect vector, of Citrus Greening Disease. Reports will also include information on the number of insect or plant material samples taken, if applicable, and turned over to USDA-APHIS, Mission, TX or Texas A & M – Citrus Center, Weslaco, TX for analysis.

5. **Invoices.** All invoices shall be submitted for reimbursement to Texas Citrus Mutual, Ray Prewett, at the above address. All purchases will be in compliance with provisions in Agreement #12-848-1530-CA, CFDA 10-025. Payments should be made to Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, TX 78539.
6. **Final Project Report.** A final report shall be sent to Texas Citrus Mutual, no later than 60 days after the conclusion of the project. This final project report will summarize the number of educational events, the commitments made by property owners to follow recommended pest management procedures, as developed by USDA-APHIS for Asian Citrus Psyllid control, and the information on the number of samples taken and turned over to USDA-APHIS or Texas A & M – Citrus Center, Weslaco, TX for analysis.
7. **Source.** The primary grant and funding source related to this sub-agreement is an agreement between APHIS, USDA and Sponsor. The primary grant agreement, No. 12-8448-1530-CA, is hereby made part of this agreement and is fully incorporated for all purposes. See attached Exhibit "C". As Sub-Recipient, AgriLife agrees to comply with all applicable terms and conditions in the primary agreement.

8. 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 conflicts exists.

No Waiver. No waiver by a party to this Agreement 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 Hidalgo County (AgriLife) and Sponsor, 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.

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 AgriLife: Texas A&M AgriLife Extension Service, Hidalgo County
Attn: Barbara C. Storz,
410 North 13th Avenue
Edinburg, TX 78541
FAX: (956) 383-1735
e-mail: b-storz@tamu.edu

If to Sponsor: Texas Citrus Mutual
Attn: Ray Prewett, President
901 Business Park Drive, Ste 400
Mission, TX 78572

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.

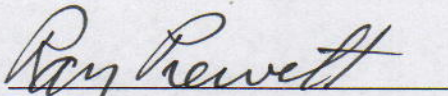
Assignment. This Agreement shall not be assignable without the consent Sponsor.

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 AgriLife and Sponsor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.

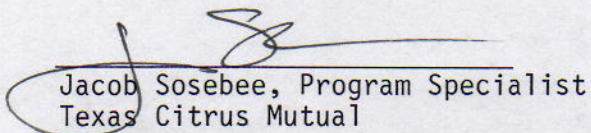
WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of _____, 2012.



Ray Prewett
President, TCM

Ramon Garcia
Hidalgo County Judge

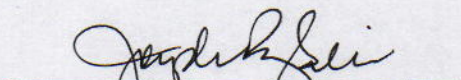
Attest:



Jacob Sosebee, Program Specialist
Texas Citrus Mutual

Arturo Guajardo, Jr.,
Hidalgo County Clerk

APPROVE AS TO FORM:
Office of Hidalgo County Criminal District Attorney



By: Josephine Ramirez-Solis
Assistant District Attorney
Michael Lee Garza
Assistant District Attorney