AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
July 7, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Clerk's Office - Arturo Guajardo, Jr.:**

A. **AI-50100** Approval to select names for the 2015 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

7. **Tax Office - Paul Villarreal:**

A. **AI-50080** Presentation for discussion, consideration, acceptance and approval of Amendment One (Lease of State of Texas Registration and Title System (RTS) Information Resources and Support) to the agreement for the use of State of Texas Automation Equipment. The agreement between the County of Hidalgo and the State of Texas Registration and Title System amendment reflects six (6) additional systems. Four (4) RTS systems will be placed with the one (1) system approved under the Fair share program at the new office located in Elsa, TX. Two (2) systems will be placed at our Edinburg office to handle the increase in verifications of inspections resulting from the One sticker program.

8. **Executive Officer - Valde Guerra:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

B. **AI-50349** National Association of Counties:
Approval to appoint Ramon Garcia, County Judge as voting delegate and appoint Larry Gallardo, Constable Pct. 3 as an alternate to NACO

C. **AI-50345** Discussion of county services to include but not limited to Tax Collection/Vehicle Registration Services in the City of McAllen

D. **AI-50352** Discussion, consideration, and possible action regarding automated assignment of cases filed in JP Courts.

E. **AI-50283** Environmental Compliance:
Requesting signature of County Judge Garcia on Voluntary Revocation of Permit form for municipal solid waste permit no. 2102 for a solid waste processing site on Davis Road in Precinct No. 4. Facility has been inactive since 2000 and the form will complete state closure requirements for facility.

F. **AI-50315** Environmental Compliance:
Requesting authorization for County Judge to sign Notices of Intent and Core Data Forms for county citizen collection stations as required under Chapter 30 of the Texas Administrative Code Subchapter 330.

G. **AI-50340** Discussion, approval and authorization for County Judge to sign Earnest Money Contract and all Closing Documents including but not limited to acceptance of Drainage District Easements and Construction Easements

H. **AI-50266** Approval to accept settlement check from Fred Loya Insurance Company in the amount of $880.00 to settle auto accident with County vehicle. (Safety Division)

9. **Human Resources - Esther Cortez:**

A. **AI-50322** Community Service Agency:
1. Requesting waiver of Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 07/13/2015:

Action	Slot#	Position Title	Current/Proposed Budgeted Salary
Delete	0002	Program Specialist	$64,917.00

Create	0043	Manager, Administrative Operations	$62,000.00

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. **AI-50284** Pct. 2 Sanitation (1100)/Pct. 2 Road Maintenance (1200):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Approval of the following personnel actions, effective next full pay period 07/13/15:

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Delete	122-001 Sanitation	0003	Attendant III	$28,247.00	-	-	($28,247.00)
Reclassify	122-001 Sanitation	0002	Heavy Equip. Operator I	$29,207.00	Heavy Equip. Operator II	$34,589.00	$5,382.00
Reclassify	122-001 Sanitation	0010	Heavy Equip. Operator I	$27,341.00	Heavy Equip. Operator II	$34,589.00	$7,248.00
Reclassify	122-001 Sanitation	0016	Maintenance I	$23,384.00	Maintenance II	$25,426.00	$2,042.00
Reclassify	122-001 Sanitation	0019	Maintenance Worker I	$23,015.00	Maintenance II	$25,426.00	$2,411.00
Salary Adjustment	122-001 Sanitation	0007	Truck Driver II	$27,826.00	Truck Driver II	$32,029.00	$4,203.00
Salary Adjustment	122-001 Sanitation	0008	Truck Driver II	$27,443.00	Truck Driver II	$32,029.00	$4,586.00
Reclassify	122-006 Rd Maint	0014	Mechanic III	$35,785.00	Mechanic IV	$43,574.00	$7,789.00
Reclassify	122-006 Rd Maint	0016	Heavy Equip. Operator II	$31,296.00	Heavy Equip. Operator III	$40,347.00	$9,051.00
Reclassify	122-006 Rd Maint	0026	Truck Driver I	$28,399.00	Truck Driver II	$32,029.00	$3,630.00
Reclassify	122-006 Rd Maint	0035	Maintenance II	$25,960.00	Maintenance III	$29,656.00	$3,696.00
Reclassify	122-006 Rd Maint	0037	Traffic Safety Spec. I	$25,086.00	Traffic Safety Spec. III	$32,029.00	$6,943.00
Reclassify	122-006 Rd Maint	0040	Maintenance I	$24,038.00	Maintenance III	$29,656.00	$5,618.00
Reclassify	122-006 Rd Maint	0065	Heavy Equip. Operator I	$25,091.00	Heavy Equip. Operator II	$34,589.00	$9,498.00
Salary Adjustment	122-006 Rd Maint	0012	Heavy Equip. Operator III	$35,710.00	Heavy Equip. Operator III	$40,347.00	$4,637.00
Salary Adjustment	122-006 Rd Maint	0024	Truck Driver III	$29,391.00	Truck Driver III	$34,589.00	$5,198.00
Salary Adjustment	122-006 Rd Maint	0028	Truck Driver II	$27,826.00	Truck Driver II	$32,029.00	$4,203.00
Salary Adjustment	122-006 Rd Maint	0029	Truck Driver II	$27,826.00	Truck Driver II	$32,029.00	$4,203.00

Salary Adjustment	122-006 Rd Maint	0064	Heavy Equip Operator I	$25,091.00	Heavy Equip Operator I	$29,656.00	$4,565.00

3. Approval of intra/interdepartmental transfer(s).
4. Approval to revise the salary schedules in accordance with Commissioners Court Action.

10. Health & Human Services Department - Eddie Olivarez

A. AI-50293 Requesting approval for Hidalgo County Health & Human Services Department to participate in the Texas Revenue Generation Learning Collaborative sponsored by the Texas Department of State Health Services. The purpose of the project is to improve local health department systems for revenue generation.

B. AI-50276 Requesting approval to submit grant application for the DSHS Community Preparedness One-Time funding opportunity in the amount of $77,344.00.

C. Health Care Funding District:

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

2. AI-50263 A. Discussion, consideration and approval to drawdown funds for Demonstration Year 2 & 3 DSRIP in the amount of $9,699,734.21 and DY 4 DSRIP Monitoring in the amount of $82,296.71 from the Local Provider Participation Fund (HHSC requires that two separate transactions be submitted into TEXNET no later than July 7th with a Settlement date of July 8th).

B. Approval of Certification of Revenues as certified by the County Auditor from the Local Provider Participation Fund in the amount of $9,782,030.92.

C. Approval of 2015 Appropriation of funds from the Local Provider Participation Fund in the amount of $9,782,030.92 for Demonstration Year 2 & 3 DSRIP and DY 4 DSRIP Monitoring.

D. Indigent Health Care Program:

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

11. Community Service Agency:

A. AI-50318 1. Discussion, consideration and possible action to accept the Neighbor to Neighbor Program Agreement for Electric Home Energy Assistance.
2. Authorization for County Judge to sign appropriate documents.

12. Urban County - Diana Serna:

A. AI-50187 The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015 - May 31, 2016. (See attached Agreement)

Nuestra Clinica Del Valle
Open Hands
Proyecto Azteca

B. AI-50188 The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015- May 31, 2016. (See attached Agreement)

Arise South Tower	Boys & Girls Club of Pharr
Boys & Girls Club of Alamo/ San Juan	Boys & Girls Club of Mission
Boys & Girls Club of Edinburg	Girl Scouts of Greater South Texas

C. AI-50189 The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015- May 31, 2016. (See attached Agreement)

Amigos Del Valle	Children's Advocacy Center
C.A.M.P University	Easter Seals
CASA of Hidalgo	Food Bank of RGV

D. AI-50185 The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015- May 31, 2016. (See attached Agreement)

Hope Family Health Center	Rio Grande Valley Literacy Center
La Union Del Pueblo Entero (LUPE)	Senior Community Outreach Services
Women Together Foundation, Inc.	LRGVDC Valley Metro Transportation

E. AI-50329 The Urban County Program requests approval of the Emergency Solutions Grants Program Sub-Recipient Agreements for Program Year 28 (2015). See attached Agreements

Sub-Recipient Agency	**Total Contract Amount**
1. Catholic Charities of the Rio Grande Valley	$ 209,484.05
2. Women Together Foundation, Inc.	$ 179,075.07

3. The Salvation Army	$ 236,514.25
Total:	**$ 625,073.37**

F. **AI-50327** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Professional Engineering Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Professional Engineering Services firms from the County's approved "pool" as graded and evaluated by Precinct No. 3, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Penitas Drain project.
Engineering Services Grade Ranked

Engineering Services	Grade	Ranked
L&G Engineering	95.33	
Raba Kistner Consultants	89.00	
Terracon	85.00	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____for the provision of Environmental Engineering Services for the Precinct No.3 – Penitas Drain Project.

13. **Precinct #3 - Comm. Flores:**

A. **AI-50336** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, City of Mission and City of McAllen in connection with certain Phase II improvements to Taylor Road (from US83 Expressway North to Mile 2 N)

2. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project with certain Phase II improvements to Taylor Road (from US83 Expressway North to Mile 2 N)

14. **Budget & Management - Sergio Cruz:**

A. **Budget Appropriations:**

1. **AI-50244** Co. Clerk's Record Mgmt (1237):
Approval of 2015 unappropriation of funds in the amount of $408,777.40.

2. **AI-50245** Co. Clerk's Record Archive (1100):
Approval of 2015 appropriation of funds in the amount of $333,500.00 to fund the Restoration and Preservation of Hidalgo County Clerk's Historical Record books Project.

15. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-50279** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with professional engineering services required for Projects (on an as needed basis) for "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

	L&G ENGINEERING	HALFF & ASSOC.	DOS LOGISTICS	DANNENBAUM ENGINEERING	TEDSI INFRASTRUCTURE	JAVIER HINOJOSA ENGINEERING
EVALUATOR 1	80	79	81	82	80	70
EVALUATOR 2	98	96	94	97	95	95
EVALUATOR 3	99	93	92	91	91	90
EVALUATOR 4	97	96	95	95	95	93
EVALUATOR 5	87	83	76	83	82	76
AVERAGE	92.2	89.4	87.6	89.6	88.6	84.8
RANKING						

C. Authority for the Purchasing Department to negotiate a professional services contract with No. 1 ranked firm of _____for the provision of "On call -Project - MPO and HCRMA, Traffic Studies" County Wide Projects.

2. **AI-50296** A. Requesting authority to advertise and approve to auction Abandoned and Unclaimed Items on Auction List #36 as set forth under Texas Code of Criminal Procedure Article 18.17, as detailed on Exhibit "A" attached hereto;

B. Requesting authority to advertise for Abandoned and Unclaimed Items [State of Texas Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "B" attached hereto.

3. **AI-50103** Approval for Hidalgo County [all elected offices, departments, programs and/or agencies thru all funding sources] to utilize PEPPM NATIONAL COOPERATIVE'S Contract Awarded Vendors [on an as needed basis] with the purpose of participating in the cooperative's purchasing services as an additional procurement resource with no membership fees, inter-local or resolution required by the cooperative [PEPPM].

4. **AI-50280** Approval to execute "Letter(s) of Authorization" (see sample attached herein) for the purposes of including as Exhibit for upcoming procurement of a "New Electric Energy Provider" for Hidalgo County.

B. Pct. 1

1. **AI-50313** Approval of Work Authorization No. 6 in connection to Contract# C-14-309-09-09 with Millennium Engineers Group, Inc. in the amount of $8,818.00 through assigned requisition# 279811 for the provision of "Construction Materials Testing Services" for the 18th Street (Airport Drive to FM 1015) Improvements project.

2. **AI-50277** Requesting approval of a professional appraisal services agreement with George Jaime Salazar, II d/b/a Appraisal Haus for the purposes of "appraisal services" for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Properties located within **Hidalgo County Precinct One** (on an as needed basis) and as approved for negotiations by CC from the "POOL" of Appraisers on 06/02/15.

C. Pct. 2

1. **AI-50331** Requesting acceptance and approval of Work Authorization No. 3 (with an estimated cost of $25,985.16) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide geotechnical field, laboratory, and engineering analysis of Hidalgo County Pct 2 Boys & Girls Club & Aquatics Park Projects.

2. **AI-50330** A. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $35,011.16) as submitted by project engineer L&G Engineering for engineering services for "a Feasibility Study on the Boys & Girls Club and Aquatics Park/Natatorium"located within Hidalgo County Precinct 2 through Contract No. C-15-097-03-17.
B. Requesting approval to utilize a subconsultant for Work Auth #2.

D. WIC

1. **AI-50260** Pursuant to the specifications, presenting a request by Lessor (with concurrence & recommendation from Ms. Norma Longoria, Director of HC-WIC Program) to Amend the newly executed Lease Agreement between RREAL, LLC to reflect the following provisions:
1. Extension of the commencement date of lease from July 1, 2015 to August 1, 2015 [for the occupancy of the building]; and,
2. The expiration date from July 31, 2018 to September 30, 2018 so as to coincide with the funding/fiscal year of the HC-WIC Program.

E. **Co. Wide**

1. **AI-50281** Acceptance and approval of the final negotiated services agreement with vendor, Linebarger Goggan Blair & Sampson, LLP for the provision of "Legal Services-Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County" through project #RFP No. 2015-041-MEG.

16. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-50287** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. **AI-50267** Claim of Magic Valley Electric Cooperative, Inc.

E. **AI-50269** Claim of Domingo Sierra & Maria Silvia Sierra

17. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

18. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-50288** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. **AI-50268** Claim of Magic Valley Electric Cooperative, Inc.

E. **AI-50270** Claim of Domingo Sierra & Maria Silvia Sierra

19. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

20. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

21. **Adjourn**

AI-50100 **County Clerk** **6. A.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Sandra Solis, COUNTY CLERK

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Approval to select names for the 2015 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/15/2015 11:13 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Sandra Solis		Started On: 06/15/2015 10:31 AM
Final Approval Date: 07/02/2015		

AI-50080 **Tax Office** **7. A.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Edgar Jaramillo, TAX OFFICE **Submitted By:** Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Amendment One (Lease of State of Texas Registration and Title System (RTS) Information Resources and Support) to the agreement for the use of State of Texas Automation Equipment. The agreement between the County of Hidalgo and the State of Texas Registration and Title System amendment reflects six (6) additional systems. Four (4) RTS systems will be placed with the one (1) system approved under the Fair share program at the new office located in Elsa, TX. Two (2) systems will be placed at our Edinburg office to handle the increase in verifications of inspections resulting from the One sticker program.

BACKGROUND

Hidalgo County has an agreement in place to lease additional equipment for providing services related to the operation of the automated registration and titling system. This is in accordance with Texas Transportation Code Sec 520.0093. This brings the current total leased RTS Systems to 13. (7 in Hidalgo County 6 Sub-leased to BridgePoint Insurance)
6 X $1,500. = $9,000.00 per year
Requisition #277881

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-442

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-50317.

Attachments

original
lease Elsa
code
lease

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/11/2015 02:49 PM
Glinda Pacheco	Glinda Pacheco	07/01/2015 03:41 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Edgar Jaramillo Started On: 06/11/2015 02:38 PM
Final Approval Date: 07/02/2015

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN,TEXAS 78779-0001 • (512) 465-7611

April 12, 1996

The Honorable Ciro Trevino
Tax Assessor-Collector
Hidalgo County
P O BOX 178
EDINBURG TX 78539

Dear Mr. Trevino:

We appreciate you returning the signed "Agreement For The Use Of State Of Texas Automation Equipment" covering the registration and titling system equipment. Jim Bisson, the department's Assistant Executive Director for Motorist Services, has signed the agreement in accordance with TAC Letter 52-94. This completes all necessary signatures. A copy of the fully signed agreement is attached for your files.

If you have any questions, please contact me at 512/465-7970.

Sincerely,

Robert W. Tanner
Director, Registration and Title
System Project

Attachment

cc: Pharr Regional Office

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Ciro Trevino CTA/RTA

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178
P.O. BOX 178
PHONE: (210) 318-2160
FAX: (210) 318-2733

RECEIVED
DEC
28
1995
MOTORIST SERVICES

December 19, 1995

Jerry Dike, Director
Vehicle Title & Registration Division
Registration and Title System Project
4000 Jackson Ave.
Austin, Texas 78731

Dear Mr. Dike:

Attached please find signed agreement for the use of State of Texas Automation Equipment and TxDot Equipment Inventory listing.

Upon completion by your Assistant Executive Director, please forward a copy of this agreement for our records.

If you have any questions, please be sure and contact me at your earliest.

Sincerely,

Ciro Trevino, CTA/RTA

CT:nc
Encl.

Rev. 9/30/94

Agreement No. _____

STATE OF TEXAS *

COUNTY OF TRAVIS *

AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AGREEMENT, is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Hidalgo, Texas, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State is statutorily responsible for administering motor vehicle titles and registration pursuant to Texas Civil Statutes, Articles 6675a-1 et seq and 6687-1; and

WHEREAS, the County Tax-Assessor Collector acts as agent for the State in the processing of motor vehicle titles and registration; and

WHEREAS, the State has designed and will furnish an automated system for the uniform registration and titling of motor vehicles, hereinafter identified as the automated registration and title system (RTS); and

WHEREAS, automation equipment is necessary for the processing of motor vehicle titles and registration; and

WHEREAS, the State and the County desire that automation equipment procured by the State, hereinafter identified as the "Equipment", be installed and operated at location(s) under the jurisdiction of the County; and

WHEREAS, associated policies and procedures for the County use of the Equipment are codified in Title 43, Texas Administrative Code (TAC), Section 17.53 - 17.55; and

WHEREAS, the State will furnish the Equipment to the County provided the County agrees to adhere to and comply with those policies and procedures and the requirements established in this Agreement; and

WHEREAS, on the 13TH day of NOVEMBER, 1995, the HIDALGO County Commissioners Court Order or Resolution No._____, attached hereto and identified as "EXHIBIT A", authorizing the County's execution of this Agreement; and

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the parties agree as follows:

1. AGREEMENT TERMS

This Agreement shall become effective on the date of final execution by the State and shall terminate when all Equipment is removed from the County office(s) unless sooner terminated pursuant to Section 16 of this Agreement.

2. EQUIPMENT

The Equipment to be furnished by the State to the County is listed in "Exhibit B", attached hereto and made a part of this Agreement. The State retains full and complete title in the Equipment and nothing in this Agreement shall grant to the County, its officers or employees ownership in the Equipment.

3. EQUIPMENT PROCUREMENT

The State shall purchase all hardware and software that it determines is initially needed to support the RTS in approved County tax office locations.

The State shall purchase all telecommunications cable initially needed to attach the approved County tax office locations to the RTS telecommunications network.

The State shall purchase all telephone lines and equipment initially needed to attach the approved County tax office locations to the RTS network.

4. ADDITIONAL WORKSTATIONS

If a County desires additional workstations (in addition to the Equipment allocated by the State) for the initial implementation of RTS, they may be procured at County expense through the State. The cost of each additional workstation at a site previously designated by the county for initial RTS implementation is listed on the attached schedule (EXHIBIT C, Item 1.).

The cost of the first additional workstation for a County site not previously designated by the County for initial RTS implementation is listed on the attached schedule (EXHIBIT C, Item 2). After the purchase of the first additional workstation for a new county site, the cost of any other workstations for the site is listed on the attached schedule (EXHIBIT C, Item 2.).

There will be an ongoing annual cost to the County for installation, maintenance support, RTS software and network charges for each additional workstation purchased by the County and added to the RTS system. The associated costs for the equipment or services are listed on the attached schedule (EXHIBIT C, Item 3.).

Workstations purchased by the County are the property of the County. However, the loading of any software other than the RTS application or software expressly approved by the State on any workstation used for RTS may cause system problems or workstation processing failure. Service costs incurred for problems resulting from such software being loaded on the workstations are the responsibility of the County.

5. EQUIPMENT INSTALLATION

The State will pay for the costs incurred for the installation of the Equipment as listed in EXHIBIT B, Part 1 in the approved County tax office locations for the automated registration and title system. This payment does not include, nor will the State pay for any County employee time expended, any physical alterations the County may make to its offices to accommodate the Equipment, or for the installation of additional workstations purchased through the State by the County.

The State will pay for installation costs of telecommunications cable and lines as needed to attach to the automated registration and title system network in the approved County tax office locations.

The State will pay for teleprocessing costs associated with the use of the telecommunications network for the Equipment.

6. PROGRAMMING

The State shall perform all computer programming needed for the development and continued support of the automated registration and title system.

7. SECURITY

The County shall be responsible for the physical security and protection of the Equipment installed in its office(s).

8. MAINTENANCE

The State will pay maintenance costs required for the automated registration and title system for at least five (5) years (one year of warranty coverage and four years of maintenance coverage) from the date of installation. This maintenance contract will provide for the technical maintenance support of the Equipment purchased by the State and placed in the approved County tax office locations.

Provision will be made by the State for timely repair or replacement of the Equipment purchased by the State and placed in the approved County tax office locations. The timeframe for such repair/replacement will be as specified in the maintenance clause of the hardware equipment contract.

The State will provide the County with ongoing basic maintenance support for the automated registration and title system Equipment and software.

The County must purchase ongoing basic maintenance support through the State for the additional workstations purchased by the County. The maintenance support provided under this purchase will be the same as that provided by the State. This purchase cost is included in the figure listed in EXHIBIT C, Item 3.

9. EQUIPMENT REPAIR AND REPLACEMENT

The County shall be responsible for full repair or replacement costs for the Equipment in the event the Equipment under State contract that is placed under County control is damaged or lost. The repair cost shall be determined by the Equipment service vendor under contract to the State to provide maintenance service for the Equipment. The replacement cost shall be determined by the cost of equivalent equipment under State contract at the time the damage or loss occurs. In addition, the County shall be responsible for any service costs resulting from problems caused by unauthorized software or hardware residing on the workstations. The Equipment will be monitored electronically. Any unauthorized software detected on the Equipment will be removed electronically.

The County's payment for repair or replacement costs for damaged or lost Equipment, or service costs resulting from problems caused by unauthorized software residing on the workstations, or installation of unauthorized hardware on the State equipment, shall be remitted to the State by the County within 30 days of written request by the State.

10. EQUIPMENT MOVEMENT

The County shall notify the State of its intent to add, move, close, or remodel (if equipment or cabling is affected) any County office in which the Equipment is currently installed, or will need to be installed or removed.

Notification must be in writing and shall be submitted prior to the anticipated date the change will occur. Minimum notification periods:

- 30 days in the case of an office closing or remodelling,
- 90 days in the case of an office location change, or
- 180 days in the case of an additional office location.

The County shall notify the State prior to incidental movement of the workstation equipment within the office in which it is currently housed. A telephone call to the State is sufficient notification in this situation. All calls of this type will be documented by the State and kept on file.

Failure to notify and receive instructions from the State for such equipment moves exposes the County to liability if the Equipment is damaged in the move (see 7. SECURITY). The county shall be liable to the State for all such costs in the event the county fails to notify the State and receive instructions concerning movement of the workstation equipment.

11. UNAUTHORIZED USE OF STATE EQUIPMENT

Unauthorized entry into the Equipment for any reason, including but not limited to attempts to repair the hardware, or to load unapproved software, is expressly prohibited.

The County usage of the Equipment to access County automated systems is subject to prior approval by the State in writing.

The attachment or installation of any unauthorized equipment onto the automated registration and title system network is expressly prohibited.

12. ELECTRICAL REQUIREMENTS

The County shall meet and maintain minimum office electrical requirements as specified by the State for operation of the Equipment.

The County shall be responsible for the payment of all electrical power costs resulting from the operation of the Equipment.

Unless otherwise specified by the State, the Equipment shall remain on 24 hours a day, 7 days a week.

13. INVENTORY OF EQUIPMENT

The State is authorized access to the Equipment to perform a physical inventory at the County office locations during regular county business hours.

In order to maintain an accurate inventory of the Equipment, the County shall notify the State in writing of any equipment replacement.

14. TRAINING

The State shall provide on-site initial training for the County's employees on the automated registration and title system. The training plan must be reviewed and agreed to by the County prior to the implementation of the system. Training of deputies on the RTS after implementation of the automated system in the County will be the responsibility of the County.

The State will provide the counties with reference manuals for the automated registration and title system.

The State will provide the County with continuing training/advisory support on the automated registration and title system.

15. SUPPLIES

The State will provide the County with an adequate supply of continuous form paper to be used solely in conjunction with the automated registration and title system.

16. TERMINATION

This Agreement may be terminated by any of the following conditions:

A. By mutual consent and Agreement of the parties hereto.

B. By either party, upon thirty (30) days written notice to the other party.

C. By the State, should it determine that the County, at any time, has failed to comply with the requirements of this Agreement.

Should the Agreement be terminated for any of the above conditions, the County shall allow removal of the Equipment by the State within a period established by the State.

17. AMENDMENTS

Any changes in the terms and conditions of this Agreement must be enacted by a written amendment executed by State and the County.

18. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings and/or written agreements between the State and the County respecting the subject matter described herein.

EXHIBIT A

IN TESTIMONY HEREOF, the parties to this Agreement have caused these presents to be executed in duplicate counterparts.

THE COUNTY OF Hidalgo, **TEXAS**

By: _____
County Judge

Date: NOVEMBER 13, 1995

By: _____
County Tax Assessor-Collector

Date: _____

ATTEST: _____
County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission under the authority of Minute Order No. 100002 and Administrative Circular 15-93, for the purpose and effect of activating and carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By: _____
Assistant Executive Director for Motorist Services

Date: 1 Apr 96

EXHIBIT B
PART 1

TxDOT EQUIPMENT INVENTORY ALLOCATION

County: _____

Date: _____

County Office Locations:

LOCATION 1: _____

TxDOT Equipment Workstations _____

LOCATION 2: _____

TxDOT Equipment Workstations _____

LOCATION 3: _____

TxDOT Equipment Workstations _____

Total TxDOT Equipment Workstations _____

♦♦♦ SEE ATTACHED TxDOT EQUIPMENT LISTING ♦♦♦

"See Attached"

EXHIBIT B

Part 1

TxDOT EQUIPMENT INVENTORY ALLOCATION

County: HIDALGO

Date: OCTOBER 11, 1995

County Office Locations:

LOCATION 1: EDINBURG OFFICE

TxDOT Equipment Workstations 9

LOCATION 2: MCALLEN OFFICE

TxDOT Equipment Workstations 12

LOCATION 3: MISSION OFFICE

TxDOT Equipment Workstations 6

LOCATION 4: WESLACO OFFICE

TxDOT Equipment Workstations 7

Total TxDOT Equipment Workstations 34

III SEE ATTACHED TxDOT EQUIPMENT LISTING III

EXHIBIT B
PART 2

TxDOT EQUIPMENT INVENTORY LISTING

County Office Location: HIDALGO

Date: OCTOBER 17, 1995

ITEM TYPES: Microcomputer, Monitor, Printer, Cash Drawer, Bar Code Scanner, Uninterrupted Power Supply (UPS), Modem, Multi-site Access Unit (MSAU)

ITEM TYPE	MES #	ITEM TYPE	MES #
SEE ATTACHMENTS 1 THRU 4			

By: Ciro Trevino
County Tax Assessor-Collector

Date: Sept. 25th. 1995

By: _____

Date: _____
Vehicle Titles and Registration Division

RTS HARDWARE INVENTORY 11-Oct-95

RTS EQUIPMENT LOCATIONS

471139	CASH DRAWER	N/A	EDINBURG	
471148	CASH DRAWER	N/A	EDINBURG	
471149	CASH DRAWER	N/A	EDINBURG	
471150	CASH DRAWER	N/A	EDINBURG	
471152	CASH DRAWER	N/A	EDINBURG	
471156	CASH DRAWER	N/A	EDINBURG	
471157	CASH DRAWER	N/A	EDINBURG	
473452	CITIZEN GSX 240	AKBH030679	EDINBURG	
473699	CITIZEN GSX 240	AKBH023701	EDINBURG	
473700	CITIZEN GSX 240	AKBH023702	EDINBURG	
473701	CITIZEN GSX 240	AKBH023703	EDINBURG	
473702	CITIZEN GSX 240	AKBH023704	EDINBURG	
473707	CITIZEN GSX 240	AKBH023784	EDINBURG	
473709	CITIZEN GSX 240	AKBH023796	EDINBURG	
473711	CITIZEN GSX 240	AKBH023798	EDINBURG	
473987	CITIZEN GSX 240	AKBH012818	EDINBURG	
468259	MICROSOFT MOUSE	1056128	EDINBURG	
467191	NCR 3325 486	1529484263	EDINBURG	(R1080300)
467275	NCR 3325 486	1529484367	EDINBURG	(R1080301)
467278	NCR 3325 486	1529484372	EDINBURG	(R1080250)
467290	NCR 3325 486	1529484389	EDINBURG	(R1080200)
470013	NCR 3325 486	1529082665	EDINBURG	(R1080000)
470094	NCR 3325 486	1529083522	EDINBURG	(R1080304)
470099	NCR 3325 486	1529083519	EDINBURG	(R1080100)
470585	NCR 3325 486	1529498359	EDINBURG	(R1080303)
470591	NCR 3325 486	1529099686	EDINBURG	(R1080302)
472260	SVGA MONITOR	1725697818	EDINBURG	
472265	SVGA MONITOR	1725697697	EDINBURG	
472267	SVGA MONITOR	1725697814	EDINBURG	
472270	SVGA MONITOR	1725697806	EDINBURG	
472272	SVGA MONITOR	1725697827	EDINBURG	
472273	SVGA MONITOR	1725697831	EDINBURG	
541863	SVGA MONITOR	1726940416	EDINBURG	
541868	SVGA MONITOR	1726940421	EDINBURG	
541869	SVGA MONITOR	1726940422	EDINBURG	
468732	UPS	LI17KF04618	EDINBURG	

HARDWARE INVENTORY 11-Oct-95

RTS EQUIPMENT LOCATIONS

471140	CASH DRAWER	N/A	MCALLEN	
471142	CASH DRAWER	N/A	MCALLEN	
471185	CASH DRAWER	N/A	MCALLEN	
471186	CASH DRAWER	N/A	MCALLEN	
471187	CASH DRAWER	N/A	MCALLEN	
471188	CASH DRAWER	N/A	MCALLEN	
471189	CASH DRAWER	N/A	MCALLEN	
471190	CASH DRAWER	N/A	MCALLEN	
471191	CASH DRAWER	N/A	MCALLEN	
471192	CASH DRAWER	N/A	MCALLEN	
471193	CASH DRAWER	N/A	MCALLEN	
471194	CASH DRAWER	N/A	MCALLEN	
471195	CASH DRAWER	N/A	MCALLEN	
471196	CASH DRAWER	N/A	MCALLEN	
473829	CITIZEN GSX 240	AKBH030651	MCALLEN	
473830	CITIZEN GSX 240	AKBH030652	MCALLEN	
473831	CITIZEN GSX 240	AKBH030653	MCALLEN	
473832	CITIZEN GSX 240	AKBH030654	MCALLEN	
473834	CITIZEN GSX 240	AKBH030655	MCALLEN	
473840	CITIZEN GSX 240	AKBH030646	MCALLEN	
473841	CITIZEN GSX 240	AKBH030647	MCALLEN	
473842	CITIZEN GSX 240	AKBH030648	MCALLEN	
473846	CITIZEN GSX 240	AKBH030842	MCALLEN	
473847	CITIZEN GSX 240	AKBH030843	MCALLEN	
473848	CITIZEN GSX 240	AKBH030844	MCALLEN	
473849	CITIZEN GSX 240	AKBH030845	MCALLEN	
468298	MICROSOFT MOUSE	1056175	MCALLEN	
470176	NCR 3325 486	1529090386	MCALLEN	(R1082314)
470178	NCR 3325 486	1529094280	MCALLEN	(R1082312)
470184	NCR 3325 486	1529094295	MCALLEN	(R1082316)
470186	NCR 3325 486	1529094296	MCALLEN	(R1082318)
470187	NCR 3325 486	1529094299	MCALLEN	(R1082313)
470192	NCR 3325 486	1529094293	MCALLEN	(R1082311)
470200	NCR 3325 486	1529090407	MCALLEN	(R1082317)
541608	NCR 3325 486	1529308680	MCALLEN	(R1082102)
541611	NCR 3325 486	1529308684	MCALLEN	(R1082202)
541630	NCR 3325 486	1529308703	MCALLEN	(R1082002)
541633	NCR 3325 486	1529308706	MCALLEN	(R1082315)
541671	NCR 3325 486	1529308744	MCALLEN	(R1082252)
541839	SVGA MONITOR	1726940354	MCALLEN	
541847	SVGA MONITOR	1726940319	MCALLEN	
541851	SVGA MONITOR	1726940314	MCALLEN	
541885	SVGA MONITOR	1726940461	MCALLEN	
541926	SVGA MONITOR	1726940324	MCALLEN	
541955	SVGA MONITOR	1726940653	MCALLEN	
541956	SVGA MONITOR	1726940655	MCALLEN	
541959	SVGA MONITOR	1726940690	MCALLEN	
541960	SVGA MONITOR	1726940691	MCALLEN	
541962	SVGA MONITOR	1726940294	MCALLEN	
541971	SVGA MONITOR	1726940709	MCALLEN	
541972	SVGA MONITOR	1726940710	MCALLEN	
541710	UPS	LI17KF05152	MCALLEN	

RTS EQUIPMENT LOCATIONS

471164	CASH DRAWER	N/A	MISSION	
471166	CASH DRAWER	N/A	MISSION	
471167	CASH DRAWER	N/A	MISSION	
471169	CASH DRAWER	N/A	MISSION	
471170	CASH DRAWER	N/A	MISSION	
471171	CASH DRAWER	N/A	MISSION	
473824	CITIZEN GSX 240	AKBH030626	MISSION	
473826	CITIZEN GSX 240	AKBH030628	MISSION	
473827	CITIZEN GSX 240	AKBH030629	MISSION	
473828	CITIZEN GSX 240	AKBH030630	MISSION	
473843	CITIZEN GSX 240	AKBH030649	MISSION	
473844	CITIZEN GSX 240	AKBH030650	MISSION	
468251	MICROSOFT MOUSE	1056139	MISSION	
470179	NCR 3325 486	1529094281	MISSION	(R1081201)
470185	NCR 3325 486	1529094292	MISSION	(R1081251)
470193	NCR 3325 486	1529094287	MISSION	(R1081306)
470195	NCR 3325 486	1529094290	MISSION	(R1081307)
541606	NCR 3325 486	1529308678	MISSION	(R1081101)
541666	NCR 3325 486	1529308739	MISSION	(R1081001)
541852	SVGA MONITOR	1726940293	MISSION	
541884	SVGA MONITOR	1726940460	MISSION	
541913	SVGA MONITOR	1726940329	MISSION	
541914	SVGA MONITOR	1726940507	MISSION	
541938	SVGA MONITOR	1726940327	MISSION	
541965	SVGA MONITOR	1726940320	MISSION	
541708	UPS	LI17KF05150	MISSION	

HARDWARE INVENTORY 11-Oct-95

RTS EQUIPMENT LOCATIONS

471198	CASH DRAWER	N/A	WESLACO	
471207	CASH DRAWER	N/A	WESLACO	
471210	CASH DRAWER	N/A	WESLACO	
471213	CASH DRAWER	N/A	WESLACO	
471214	CASH DRAWER	N/A	WESLACO	
471215	CASH DRAWER	N/A	WESLACO	
471217	CASH DRAWER	N/A	WESLACO	
473815	CITIZEN GSX 240	AKBH030632	WESLACO	
473819	CITIZEN GSX 240	AKBH027386	WESLACO	
473820	CITIZEN GSX 240	AKBH027387	WESLACO	
473821	CITIZEN GSX 240	AKBH027388	WESLACO	
473822	CITIZEN GSX 240	AKBH027389	WESLACO	
473823	CITIZEN GSX 240	AKBH027390	WESLACO	
473845	CITIZEN GSX 240	AKBH030841	WESLACO	
468297	MICROSOFT MOUSE	1056171	WESLACO	
470182	NCR 3325 486	1529094288	WESLACO	(R1083323)
470194	NCR 3325 486	1529094298	WESLACO	(R1083253)
541294	NCR 3325 486	1529308764	WESLACO	(R1083322)
541609	NCR 3325 486	1529308681	WESLACO	(R1083003)
541634	NCR 3325 486	1529308707	WESLACO	(R1083103)
541668	NCR 3325 486	1529308741	WESLACO	(R1083321)
541669	NCR 3325 486	1529308742	WESLACO	(R1083203)
541840	SVGA MONITOR	1726940356	WESLACO	
541841	SVGA MONITOR	1726940357	WESLACO	
541843	SVGA MONITOR	1726940364	WESLACO	
541844	SVGA MONITOR	1726940365	WESLACO	
541845	SVGA MONITOR	1726940366	WESLACO	
541879	SVGA MONITOR	1726940449	WESLACO	
541881	SVGA MONITOR	1726940452	WESLACO	
474512	UPS	LI17KF04135	WESLACO	

EXHIBIT C

1. If a County desires additional workstations (in addition to the Equipment allocated by the State) for the initial implementation of RTS, they may be procured at County expense through the department. The cost of each additional workstation at a site previously designated by the county for initial RTS implementation is $7,500.

2. The cost of the first additional workstation for a County site not previously designated by the County for initial RTS implementation is $10,000.

   After the purchase of the first additional workstation for a new county site, the cost of any other workstations for the site is $7,500 per workstation.

3. There will be an ongoing annual cost to the County for installation, maintenance support, RTS software and network charges for each additional % workstation purchased by the County and added to the RTS system. The cost for these areas is $1,000 per year for each workstation.

all empe

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN,TEXAS 78779-0001 • (512) 465-7611

October 3, 1994

TAC LTR 52-94

TO: ALL COUNTY TAX ASSESSOR-COLLECTORS

SUBJECT: REGISTRATION AND TITLE SYSTEM (RTS) AGREEMENT FORM

Implementation of the automated Registration and Title System (RTS) begins with the Austin Region in late November, 1994. The conditions for installation and operation of the RTS automated equipment in the counties, and the requirement that an agreement form be signed by the department and counties are set forth under Title 43, Texas Administrative Code (TAC), Section 17.53 -17.55 (see attached).

Please review the attached **AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT** form carefully. To ensure a full understanding of its provisions, we suggest that you and the county judge meet to discuss the document. Completion of the form will involve a two step process.

STEP 1 - APPROVAL AND SIGNING OF THE AGREEMENT FORM: Once the county agrees to the terms and conditions defined in the agreement form, the County Commissioners Court is directed by the Texas Administrative Code to signify such approval through passage of an Order or Resolution authorizing the County's execution of this agreement (Section 17.55).

We request that you initiate this process at the earliest opportunity. Once the agreement form is signed by the County Judge, and County Tax Assessor-Collector, and attested to by the County Clerk, the original or certified copy of the enabling Order or Resolution and the original copy of the signed agreement form should be forwarded to the department as soon as possible, but no later than 60 days prior to the scheduled RTS implementation date for the county.

The mailing address for these documents is:

Vehicle Titles and Registration Division
Registration and Title System Project
4000 Jackson Ave.
Austin, Tx 78731

Once received from the county and signed by the department's Assistant Executive Director for Motorist Services, the original copy of the completed agreement form will be retained by the department, and a copy will be returned to the county.

STEP 2 - SIGNING OF EXHIBIT B, Part 2: Upon installation of the state-procured RTS equipment, the EXHIBIT B, Part 2, TxDOT EQUIPMENT INVENTORY LISTING section of the agreement form will be completed by the department. Upon verification by the county that the listed equipment is in place, the County Tax Assessor-Collector and Vehicle Titles and Registration Division representative shall sign as indicated. A copy of this completed section will be retained by the county and the original forwarded to the department at the address shown above for attachment to the department's copy of the signed agreement form submitted by the county.

We appreciate your cooperation and prompt response on this very important matter. Should you have any questions regarding this document you may contact me or Lawrance Smith at 512/465-7570, or Bob Braden and Mike Craig at 465-7970.

Sincerely,

Jerry Dike

Jerry L. Dike, Director
Vehicle Titles and
Registration Division

JLD:MC:cs

Attachments

Office of Tax Assessor-Collector
COUNTY of HIDALGO

Ciro Trevino CTA/RPA
ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178
Automobile License Dept.
P.O.Box 178
(210) 318-2158
FAX (210) 318-2733

March 11, 1996

Jerry Dike, Director
Vehicle Title And Registration Division
Registration And Title System Project
4000 Jackson Avenue
Austin, Texas 78731

Att'n: Danny Garza
Acting Chief Of Field Operations

Dear Mr. Garza:

Attached is a certified copy of the Hidalgo County Board Minutes wherein the Agreement for the use of State Of Texas Automotion Equipment was approved. The signed agreement was previously transmitted on December 19, 1995 to Mr. Jerry Dike, Director.

Upon completion by your Assistant Executive Director, please forward a copy of this agreement for our records. If you have any questions, please be sure and contact me at your earliest.

Sincerely,

Ciro Trevino - CTA/RTA
Tax Assessor & Collector

CT:cd
Attachments

cc: Mr. Arnoldo Morin, Department Supervisor

C E R T I F I C A T E

I, JOSE ELOY PULIDO, County Clerk of Hidalgo County, Texas and Ex-officio Clerk of the Commissioners' Court of said County do hereby certify that the above and foregoing is a true and correct copy of the MINUTES adopted by the Commissioners' Court of Hidalgo County, Texas on the 13TH day of NOVEMBER, 1995, at a REGULAR MEETING of the Court, and which adoption appears in the Minutes of the Commissioners' Court of Record in my office.

WITNESS my Hand and the Seal of said Office at Edinburg, Texas this 11TH day of MARCH, 1995.

JOSE ELOY PULIDO, COUNTY CLERK
and Ex-officio Clerk of the
Commissioners' Court

By: Aaron Betancourt
AARON BETANCOURT, Deputy

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

THE STATE OF TEXAS :

COUNTY OF HIDALGO :

BE IT REMEMBERED that on the 13TH day of NOVEMBER, 1995, after due notice having been given, there was begun and holden, a REGULAR MEETING of the Commissioners' Court and the Drainage District, in the Commissioners' Courtroom of the Administration Building in the City of Edinburg, Hidalgo County, Texas with the following members of said Court present and participating:

Hon. Richard H. Garcia
Interim County Judge

Hon. Samuel Sanchez
County Commissioner, Precinct #1

Hon. Lalo Arcaute
County Commissioner, Precinct #2

Hon. Juan Rosel
County Commissioner, Precinct #3

Hon. Guadalupe "Lupe" Garces
County Commissioner, Precinct #4

WHEREUPON, the following proceedings were had, to-wit:

-----000-----

EMBER 13, 1995

The Honorable Richard H. Garcia, Interim County Judge, called this meeting to order, whereupon the following items were had to wit:

CONSENT AGENDA

ITEM 1. APPROVAL OF BILLS - COUNTY AUDITOR

GENERAL FUND	- #114903	- #115093	- $243,849.33
SPECIAL REVENUE FUND	- #115169	- #115284	- $260,566.72
TRUST AND AGENCY FUND	- # 5106	- # 5108	- $ 27,349.80
ENTERPRISE FUND	- # 2457	- # 2460	- $ 122.60

(SEE EXHIBIT A)

ITEM 2. APPROVAL OF MINUTES - JULY 18, 1995

ITEM 3. APPROVAL OF MONTHLY FEE REPORTS:
1. JUSTICE OF THE PEACE:
A. RUBEN RAMOS - $10,144.51
(SEE EXHIBIT B)

ITEM 4. PLANNING DEPARTMENT:
A. SUBDIVISIONS:
1. AMENDED PLAT OF LOTS 1 & 2, PHASE I, SUNRISE SUBDIVISION - PCT. #4
(SEE EXHIBIT C)

ITEM 5. INTERNAL LINE ITEM TRANSFERS:
A. CONSTABLE - PCT. #5
B. PLANNING DEPARTMENT
C. LIBRARY SYSTEM
D. COUNTY COURT AT LAW #1
E. TREASURER
F. LANDFILL
G. HUMAN SERVICES
H. DISTRICT CLERK
I. WARRANT OFFICERS DIVISION
J. SOLID WASTE ENFORCEMENT
K. CONSTABLE - PCT. #2
L. SHERIFF'S DEPARTMENT (JAIL)
(SEE EXHIBIT D)

ITEM 6. PERMITS:
A. NORTH ALAMO WATER SUPPLY - PCT. #1 & #4
B. SOUTHWESTERN BELL - PCT. #4
(SEE EXHIBIT E)

Judge Garcia opened by stating that the only correction was the addition of the Approval of Bills by the County Auditor. A motion was then made by Commissioner Garces and was seconded by Commissioner Rosel to accept and approve the Consent Agenda.

MOTION CARRIED
(SEE EXHIBITS A-E)

REGULAR AGENDA

==========

ITEM 1. PRESENTATION OF SERVICE AWARD PLAQUES - HIDALGO COUNTY HISTORICAL COMMISSION - DENICE KEMP

Denice Kemp stated that she wanted to present these plaques to the Commission. She stated that in the past 2 years, there have been great accomplishments. They are on the verge of establishing 100 historical markers in Hidalgo County. She also stated that they work in concert with other historical organizations. After further comments from Ms. Kemp, she presented the Distinguished Service Award for '93 and '94.

NO ACTION
(NO EXHIBIT)

ITEM 2. VOTE ON THE APPRAISAL DISTRICT BOARD OF DIRECTORS

Mando Barrera opened by stating that these were the offical votes that have been casted at the Appraisal District. Ken Crews had 915 votes, Ricardo Cuellar had 80, Mario Dominguez had 130, Richard Garza had 650, Amador Requenez had 520 and Ruben Yzaguirre had 95. This is a Talley Sheet as of 3:30 p.m. He stated that prior to this meeting, he had gotten some additional information which he had to deem unofficial since he has not been able to verify it. Mr. Barrera stated that a total of 816 votes were needed to be on the Board of Directors. It is possible to get on the Board with less. After further comments regarding who needed how many votes to get on to the Board and who was currently on it, Mr. Yzaquirre, Chairman of the Board, stated that the last time this was voted on, the Commission had split the votes among five candidates because the City of McAllen had enough votes to vote their own representative. Commissioner Garces stated the figures inluding the unofficial figures that had been received prior to the meeting. Ken Crews was already over the amount needed, Ricardo Cuellar unofficially had 440, Mario Dominguez had 390, Amador Requenez has 690, Richard Garza had 650 and Ruben Yzaguirre has 95. With the extra 935 votes, Richard Garza, Amador Requenez and Mario Dominguez would have the number of votes needed to be selected to the Board of Directors. These numbers are not yet official. They are still some cities that have yet to vote. The Commission is trying to have more than one representative on this Board as opposed to the previous year when they only had one representative. After further comments from the Commission, Commissioner Garces moved to accept the break of the votes that we have as a County as mentioned. 426 for Mr. Dominguez, 166 for Richard Garza, 126 for Amador Requenez and the balance 222 for Ruben Yzaguirre. Commissioner Rosel seconded the motion. There was some dicussion and some questions regarding how to distribute the County votes in which there was some uncertainty as to how to distribute them. Commissioner Arcaute then suggested that they leave this matter for the end of the meeting. At this time Commissioner Garces withdrew his motion. They moved on to the next item.

ITEM 3. CANVASSING OF THE NOVEMBER 7, 1995 SULLIVAN CITY ELECTION

Noe Perez opened by stating that the total number of votes casted in the November 7 election was 626. 259 were in favor and 358 were against. A motion was then made by Commissioner Rosel and was

seconded by Commissioner Garces to accept the canvassing as announced by Noe Perez.

MOTION CARRIED
(SEE EXHIBIT G)

ITEM 4. PRESENTAION ON THE TEX-CARE HEALTH NETWORKS PROPOSAL FOR HIDALGO COUNTY - MELISSA SOLIS

V. Kumar opened by stating that this Association had submitted a bid to the Texas Department of Health for the Medicaid Manage Care Program. The figures he was showing on the overhead projector were the number of people elegible for medicaid. That number was 1.9 million. This figure was the 1993 figure. There are 109,000 members in Hidalgo County alone and the County is spending $169,000,000. Mr. Swami feels that if some type of entity is formed between the County and the Department of Health, the cost that is currently being expended would decrease. He believes that this would work because it has worked in other states. After further questions and comments, Judge Garcia moved on to the next item.

NO ACTION
(SEE EXHIBIT G)

ITEM 5. AUTHORIZAITON AND APPROVAL OF APPOINTMENTS TO THE HIDALGO COUNTY CHILD PROTECTIVE SERVICES BOARD

Jose Borrego, Vice Chariperson of the Hidalgo Child Protective Services Board and Diana Gonzalez, Department Head, introduced themselves to the Commission. They are seeking the appointment of three board members. Currently, they are six short and these are three of those six. A motion was then made by Commissioner Garces and was seconded by Commissioner Rosel to approve the names of Maricelda Garcia from Mission, Maria Alicia De Leon also from Mission and Osbaldo Quintanilla as the new members of the Child Protective Services Board.

MOTION CARRIED
(SEE EXHIBIT H)

ITEM 6. TAX ASSESSOR/COLLECTOR:
A. APPROVAL OF AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE COUNTY OF HIDALGO - AUTOMATED REGISTRATION AND TITLE SYSTEM (RTS)

Arnoldo Morin stated that this was an agreement between the State Highway Department and the County of Hidalgo for an Automated Registration and Title System. He stated that the Highway Department had installed 34 work stations in the Hidalgo County Auto License Department. This equipment will be taken care of by the Auto License Department. This system will facilitate the process of receiving vehicle titles in a shorter amount of time. The systems are in various locations are complete with everything that is needed for this system to operate. He also stated that they are on line with the State. Mr. Crain addressed the Court and informed them that there were some additions. The state will provide for the initial stations including the cost of the hardware and they will provide maintenance for those initial stations for a five year period afterwhich, that expense will

be resumed by the County. Any additional station that the County may want in future will be have to be paid for and maintained by the County. The cost may not be the same as it is right now. If they are acquired in the future, they will have to pay whatever the cost may be at that time. This agreement will help the Tax Office in the sense that the equipment that was being used the Auto License Department for this purpose, will now be able to be utilized by the Tax Office for tax purposes. There will be no expense to the County per this agreement, unless the County decides to add additional work stations. The County will be responsible for their safety, their security and any damages to the machines. If any of these things occur, then we are liable to the State for replacement. A motion was then made by Commissioner Garces and was seconded by Commissioner Rosel to approve the Agreement between Texas Department of Transportation and the County of Hidalgo for the Automated Registration and Title System.

MOTION CARRIED
(SEE EXHIBIT I)

ITEM 7. URBAN COUNTY:
A. CITY OF PENITAS - BUDGET AMENDMENT
B. PCT. 1, 2, 3 & 4 AND COUNTY WIDE - SUBRECEPIENT AGREEMENT/ CASA
C. HOME - FIRST TIME HOMEBUYER CONTRACT AGREEMENTS AND LETTER OF COMMITMENT TO MORTGAGE COMPANY
D. PCT. #4 - YEAR 8 CONTRACT AWARD - STREET IMPROVEMENTS PROJECT

7A

Mr. Covacevich stated that this was a budget amendment to move $32,333.33 from unprogrammed funds to the water and sewer improvement line item. This is for the project of upgrading water lines and adding fire hydrants. Commissioner Rosel so moved and was seconded by Commissioner Garces to approve the budget amendment.

MOTION CARRIED
(SEE EXHIBIT J)

7B

Mr. Covacevich stated that this was an agreement with the Court Appointed Special Advocate Program. This is a $10,000 contract for abused and neglected children. This will reflect a $2,000 debit to each precinct and County Wide. A motion was then made by Commissioner Rosel and was seconded by Commissioner Garces and Sanchez to approve the subrecepient agreement.

MOTION CARRIED
(SEE EXHIBIT J)

7C

Anthony Covacevich stated that all of these families (10) qualified for the First Time Homebuyer Program and he recommeded approval. A motion was made by Commissioner Sanchez and was seconded by Commissioner Rosel to approve the agreements and grant permission to issue the letters of commitment.

MOTION CARRIED

(SEE EXHIBIT J)

7D

Mr. Covacevich informed the Court that Mission Paving was the low bidder among three bidders. The amount of the contract is $144,477.85 and there is $166,505.59 in this line item. A motion was made by Commissioner Garces and was seconded by Commissioner Rosel to award the contract to Mission Paving.

MOTION CARRIED
(SEE EXHIBIT J)

ITEM 8. ADULT PROBATION:
A. APPROVAL OF FY - 96 CONTRACTS:
1. DR. MARIN GARZA - RESTITUTION CENTER
2. DR. OMAR GARZA - BOOT CAMP
3. DR. GREGORIO PINA - SEX OFFENDER PROGRAM
4. DAVID CASTRO - BOOT CAMP PHARMACIST

8A1

Joe Lopez opened by stating that this was for Physicals required for residents going into the restitution center. The reimbursement for this contract is $50 per physical which is paid by the resident and not by the County or not with State funds. A motion was then made by Commissioner Rosel and was seconded by Commissioner Garces to approve the contract with Dr. Marin Garza and also to exempt it from the normal bidding procedures for professional services.

MOTION CARRIED
(SEE EXHIBIT K)

8A2

Commissioner Rosel asked if there was a conflict of interest with this contrat since Dr. Omar Garza is the Health Director. There was some question as to whether Dr. Garza could conduct these services and legal counsel stated that it could be done if the Commission so desired because of the fact that Dr. Garza was under contract for the position of Medical Director and not direclty employed by the County. The Commission did not feel that this should occur because Dr. Garza would be getting two checks from the County. Judge Garcia then stated that no action would be taken at this time.

NO ACTION
(SEE EXHIBIT K)

8A3

Mr. Lopez stated that this contract was for the purpose of counseling and that it would not exceed $24,000 and it may be even less. This is just a renewal from the previous year. A motion was then made by Commissioner Arcaute and was seconded by Commissioner Sanchez to approve the contract with Dr. Pina and exempt it from the bidding process.

MOTION CARRIED
(SEE EXHIBIT K)

8A4

Mr. Lopez stated that Dr. Castro is the one that performs the services in the infirmary. He orders the prescription drugs and issues them. He also pepares and enforces the guidelines for the operation of the infirmary. His pay is $800 per month at an annual salary of $9,600. A motion was then made by Commissioner Sanchez and was seconded by Commissioner Garces to approve the contract with David Castro and exempt it from the bidding procedure.

MOTION CARRIED
(SEE EXHIBIT K)

ITEM 9. BUILDINGS AND GROUNDS:
- A. REQUEST TO ADVERTISE - ELEVATOR REPAIRS
- B. AUTHORIZATION AND APPROVAL TO CREATE AN ASSISTANT SUPERINTENDENT POSITION
- C. SET SALARY
- D. BUDGET AMENDMENT
- E. AUTHORIZATION AND APPROVAL TO EXEMPT FORM THE PURCHASING POLICY REPAIRS FOR LIGHTS AT THE ADMINISTRATION PARKING LOT AREA
- F. AUTHORIZATION AND APPROVAL OF PAYMENT TO McCLELLAND ELECTRIC CO.

9A

Dick Dickinson opened by stating that the contract for elevator repairs had been reviewed and that contract was for day to day services and not for specific repairs. This contract had been reviewed by Legal Counsel and he is the one that made the determination. After further comments, a motion was made by Commissioner Arcuate and was seconded by Commissioner Sanchez to approve the request.

MOTION CARRIED
(SEE EXHIBIT L)

9B,C&D

Mr. Dickinson opened by stating that the 96 Fiscal Year was the last year to comply with the Americans with Disabilities Act. In order to comply with this act, it is estimated that it will cost the County 1/2 million to 1 million dollars to make necessary adjustments to all County buildings. It is for this reason that they are seeking the position of Assistant Superintendent. They want someone to lookout for the County's best interest. Mr. Dickinson felt that the People that were in Building and Grounds at this time, were not quite capable enough to cover the area of experties that he is describing at this time. They are very capable in their particular areas but not in every thing he is describing at this time. Mr. Hernandez stated that he was not aware of this new position Mr. Dickinson was seeking and he was under the impression that they were going to contract with someone for complinace with ADA. Mr. Hernandez felt that his people were also capable of conducting such a task. The Commission did not feel that this position was needed at this time. After further comments, Judge Garcia stated that no action was to be taken at this time concerning items B, C & D.

NO ACTION

9E&F

Mr. Dickinson opened by stating that they had requested that McClelland Electric come and give an estimate as to how much the lights that were inoperable in the Administration Parking Lot would be to repair. These were the instructions handed down by the County Judge's Office. Somewhere along the line, there was a breakdown in communications and McClelland Electric went ahead and conducted the repairs to the lights. The amount of the work done before they were told to stop after it was discovered that they were indeed repairing the lights, is $1,080 and the estimated total is $1,328. Commissioner Rosel made a motion for approval to exempt from the General Policy for repairs of the Administration Parking Lot in the amount of $1,328. Mr. Hernandez then intervened and informed the Court that they had this problem in the past and it was rectified for $22 per bulb. The total amount was approximately $300 to $400. There is also a scaffold that can reach these lights they are referring to at this time. The motion was seconded by Commissioner Garces. There were some concerns as to the price of the light bulbs that were installed for the price of $308 and Judge Garcia wanted to know why these items cost so much. It was clarified by Mr. Hernandez that the reason for this is because they are a special type of bulb. He did state however, that the problem was corrected in the past with the $22 light bulbs. Mr. Quintanilla then addressed the Court with regards to how the misunderstanding occurred, where he stated that the misunderstanding occurred somewhere between the Judge's Office and the electric company. After further comments regarding work order forms and repair order forms being created to avoid this in the future and how the process should have gone, Commissioner Rosel withdrew his motion and Judge Garcia stated that there was no action at this time. There was also no action for item F.

NO ACTION
(SEE EXHIBIT L)

ITEM 10. SHERIFF'S DEPARTMENT:
A. AUTHORIZATION AND APPROVAL TO PAY AN INVOICE IN THE AMOUNT OF $4,375.52 FOR THE PURCHASE OF TIRES NOT UNDER STATE BID IN ACCORDANCE WITH COUNTY PURCHASING POLICIES AND PROCEDURES

Ramiro Castellano addressed the Court and stated that he was requesting payment on this invoice in the amount of $4,375.52 to Goodyear service Center. He stated that the Auditor had denied payment due to the fact that these tires are not on the State bid contract. He mentioned that they overlooked the fact that these tires were not under state bid. He stated that this was not the first time these tires had been purchased. Everytime that they have been purchased in the past, the Auditor did pay them. He also stated that this problem was also on the part of the General Services Administration and the reason for this was because the wrong product code was on the list. He also stated, after being asked by Commissioner Rosel, that they did not have three quotes due to the fact they were under the impression that it was under state bid. After further comments with regards to where the confusion lied, A motion was made by Commissioner Rosel and was seconded by Commissioner Garces to authorize and approve to pay an invoice in the amount of $4,375.52 for the purchase of tires not under state bid but tires that needed to be purchased to comply with the previous purchases of the Sheriff's Department needs and purposes.

MOTION CARRIED
(SEE EXHIBIT M)

ITEM 11. COUNTY JUDGE:
A. AUTHORIZATION AND APPROVAL TO CREATE NEW POSITION
B. SET SALARY
C. BUDGET AMENDMENT

11A,B&C

Commissioner Rosel stated that he had talked with all the Commissioners and he felt that it was their wish to delay this action until they had more time to evaluate the needs of this department. At this time, Judge Garcia stated that there be no action at this time, until they've had time to reevaluate the situation.

NO ACTION
(SEE EXHIBIT N)

ITEM 12. BUDGET AMENDMENT:
A. DISTRICT CLERK

Marti Salazar opened this item by stating that the deputy for the District Clerk was mistaken on the date of this Commissioner's Court Meeting. She stated that this was a budget amendment for the line item of postage. After further comments amoung the Commission, a motion was made by Commissioner Sanchez and was seconded by Commissioner Garces to approve the budget amendment as requested by the District Clerk's Office in the amount of $5,855.14 for postage.

MOTION CARRIED
(SEE EXHIBIT O)

ITEM 13. DECLARE EQUIPMENT SURPLUS:
A. OFFICE EQUIPMENT - MASTER COURT #1

A motion was made by Commissioner Rosel and was seconded by Commissioner Sanchez to declare equipment surplus out of Master Court No. 1 as listed on the transfer form.

MOTION CARRIED
(SEE EXHIBIT P)

ITEM 14. PCT. 2:
A. AUTHORIZATION AND APPROVAL TO APPROPRIATE $17,441.76 INTO ACCT. #5-040-431-210 FROM THE UNAPPROPRIATED FUND BALANCE

Commissioner Arcaute stated that this amount came from the Culvert Pipe reimbursement from the monies that are escrowed or so he thought. Valde Guerra stated that he had spoken with a representative from the Auditor's Office and they informed him that this money came from the unappropriated fund balance. After some comments as to where this money was from, Commissioner Arcaute made a motion which was seconded by Commissioner Rosel to approve the appropriation.

MOTION CARRIED
(SEE EXHIBIT Q)

ITEM 15. PCT. 3:

1. APPROVAL OF LEASE AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY HEADSTART PROGRAM
2. AUTHORIZATION TO CONTINUE ON A MONTH TO MONTH BASIS WITH THE ANZALDUAS PARK SECURITY CONTRACT UNTIL ADVERTISING AND AWARDING OF NEW CONTRACT
3. LINE ITEM TRANSFERS:
   A. ADMINISTRATION
   B. PAVED/UNPAVED
   C. LATERAL ROADS
   D. PARKS
4. AUTHORIZATION TO ADVERTISE FOR FARM LEASE

15/1

Commissioner Rosel opened by stating that there was currently being built, a Headstart structure. This is for the approval of a lease agreement between the County and Headstart. This lease will be for a term of 10 years for $1 per month. A motion was then made by Commissioner Rosel and was seconded by Commissioner Garces to approve the lease agreement between the County of Hidalgo and the Headstart Program in Sullivan City of the leasing of property of 1.17 acres for $1 per month for a term not to exceed 10 years.

MOTION CARRIED
(SEE EXHIBIT R)

15/2

Commissioner Rosel stated that the current contract for security had expired and he wanted to continue this one on a month to month basis until a new contract was awarded. There were some questions and comments as to the name of the current company;afterwhich, Commissioner Rosel made a motion and was seconded by Commissioner Arcaute to continue the current contract on a month to month basis.

MOTION CARRIED
(SEE EXHIBIT R)

15/3B

Commissioner Rosel stated that the total amount of this transfer was $11,500. Most of this amount would be moved into line item #36 and the rest into line item #37. Commissioner Rosel made a motion and was seconded by Commissioner Garces to approve the transfer.

MOTION CARRIED
(SEE EXHIBIT R)

15/3C

Commissioner Rosel stated that this was coming out of Lateral Roads and being moved into new roads. The total was $20,000. He then made a motion which was seconded by Commissioner Sanchez to approve the transfer.

MOTION CARRIED
(SEE EXHIBIT R)

15/3A

Commissioner Rosel stated that this was coming from

Telephone and Travel and it was being moved into Office equipment and rent in the amount of $1,200. Commissioner Rosel then made motion and was seconded by Commissioner Garces to approve the transfer.

MOTION CARRIED
(SEE EXHIBIT R)

15/3D

Commissioner Rosel stated that $3,500 was being moved from the line item of other structures & office equipment and going to cleaning supplies and build & maintenance supplies line item. Commissioner Rosel made a motion and was seconded by Commissioner Garces to approve the transfer.

MOTION CARRIED
(SEE EXHIBIT R)

15/4

Vona Walker stated that someone had come forward and mentioned to her that they were interested in leasing the farmland by the landfill and the jailsite. If they do acquire this land, the lease will expire August of '96. A motion was made by Commissioner Rosel and was seconded by Commissioner Rosel to authorize the advertisement.

MOTION CARRIED
(SEE EXHIBIT R)

ITEM 16. PLANNING DEPARTMENT:
- A. SUBDIVISION:
  1. ABRAM NORTH SUBDIVISION - PCT. 3
  2. ALAMO ESTATES UNIT NO. 2 - PCT. 4
- B. FINAL PLAT APPROVAL:
  1. FLORES DE SOL SUBDIVISION - PCT. 1
  2. TIERRA LINDA NO. 14 - PCT. 14
- C. PRELIMINARY PLAT APPROVAL:
  1. SANTA LUCIA PHASE I - PCT. 1
  2. MERCED SUBDIVISION UNIT 1 - PCT. 3

16A1

Emilio Garcia opened by stating that this subdivision lots 32 thru 62 did not require culvert pipes. There was a letter substantiating this claim. The reason for this is because the drop from the road to the east is steep enough and the water will naturally run off. A motion was made by Commissioner Rosel and was seconded by Commissioner Garces. At this time Commissioner Arcuate had some questions regarding this subdivision. He wanted to know the size of the lots. The reasons for his questions were because of the map. He was unable to make out the map that was drawn up. Mr. Garcia informed Commissioner Arcaute that Melden & Hunt had inspected the Drainage and it did meet their specifications and standards. The motion was then put to a vote in which all voted in favor with the exception of Commissioner Arcaute.

MOTION CARRIED (COMM. ARCAUTE VOTED AGAINST)
(SEE EXHIBIT S)

16A2

After being briefed by Mr. Garcia, a motion was made by Commissioner Garces and was seconded by Commissioner Rosel to approve Alamo Estates Unit No. 2.

MOTION CARRIED
(SEE EXHIBIT S)

16B1

Emilio Garcia stated that all requirements had been met and the recommended approval of this subdivision. Following the recommendation of the Chief Planner, a motion was made by Commissioner Sanchez and seconded by Commissioner Garces to approve Flores De Sol Subdivision as presented.

MOTION CARRIED
(SEE EXHIBIT S)

16B2

A motion was made by Commissioner Rosel and was seconded by Commissioner Sanchez to give final plat approval to Tierra Linda.

MOTION CARRIED
(SEE EXHIBIT S)

16C1

A motion was made by Commissioner Sanchez and was seconded by Commissioner Rosel to give preliminary plat approval to Santa Lucia Phase I as presented.

MOTION CARRIED
(SEE EXHIBIT S)

16C2

After Mr. Garcia, Chief Planner gave his recommendation, a motion was made by Commissioner Rosel and was seconded by Commissioner Sanchez to give preliminary plat approval to Merced Subdivision Unit 1.

MOTION CARRIED
(SEE EXHIBIT S)

ITEM 17. PURCHASING DEPARTMENT:
- A. REQUEST TO ADVERTISE:
  - 1. JANITORIAL SUPPLY - HIDALGO COUNTY
- B. REQUEST AND AUTHORIZATION TO EXTEND GASOLINE & DIESEL FUEL CONTRACT WITH DISCOUNT OILS, LUBRICANTS & FUELS PENDING NEW BID AWARD

17A1

Mary Maldonado addressed the Court and stated that she was requesting permission to advertise for Janitorial Supplies. A motion was then made by Commissioner Sanchez and was seconded by Commissioner Garces to approve the request to advertise. Bid opening Dec. 6 and bid award Dec. 11.

MOTION CARRIED
(SEE EXHIBIT T)

17B

Ms. Maldonado stated that this had expired October 30. She will be opening bids November 22 and awarding November 28. She is requesting to extend the contract until this bid is awarded. She also stated that she had spoken to a Mr. Gutierrez and he informed her that he would honor the same prices of the expired bid. A motion was then made by Commissioner Sanchez and was seconded by Commissioner Garces to approve the extension.

MOTION CARRIED
(SEE EXHIBIT T)

ITEM 18. STATUS REPORT ON TDOC REVIEW - OFFICE OF EMPLOYMENT AND TRAINING

Maria Luke opened by stating that TDOC representatives had visited the Office of Employment and Training from Nov. 6-9. They had verbally informed OET that upon review of PY '95 contracts, they would be negotiated on their prescribed guidelines. They also recommended that OET continue with services on contracts with some exceptions. OET would be receiving a letter with detailed recommendations on the contracts. OET will then request to be placed on the agenda to request and additional $204,000 to continue operating. A conversation ensued concerning the intitial $250,000 and how the revolving fund would work. Commissioner Sanchez did not feel that they would be able to run the County the rest of the year if they advanced the additional $204,000 because the was only $250,000 remaining in the funds for the rest of the year. The Commission also inquired about the participant wages and why they continued to work knowing that funds were very limited. Ms. Luke stated that they really did not want to suspend the program unless absolutely necessary. Lisa Sauceda then addressed the court and stated that they were still looking at certain contracts because there are still some questions. The conversation continued with regards to the participants and the Commission felt that regardless of the situation, they needed to be paid. The Commission also questioned the fact that if all the contracts are modified and approved, when could they see the money advanced back in the General Fund and the answer to that was when the high risk designation was lifted, which could be as late as March. Ms. Sauceda also informed the Court that TDOC was very impressed at how hard OET was working at getting this problem resolved. After further comments, Judge Garcia moved to the Addendum concerning OET.

NO ACTION
(SEE EXHIBIT U)

ADD. 1. LEGAL REPRESENTATION FOR THE OFFICE OF EMPLOYMENT AND TRAINING

Steve Crain addressed the Court and stated that he had met with Joseph Mendiola. OET at this time is without legal counsel. He also met with representatives of TDOC. He stated that OET would be advertising for proposals for legal services to OET. In the meantime there are pending legal matters against OET. He stated that these matters need immediate attention. OET does have permission to go out for proposals no to exceed $25,000. Anything above that cannot be afforded. Mr. Crain stated that the bottom line of this item is that if the legal services they acquire exceed $25,000, then they are request-

ing that the County pay the excess amount of $25,000. They also might be able to use Federal monies to pay for the services. After further comments from the Commission and Mr. Crain regarding how to go about getting representation for OET, The Commission directed Mr. Crain to review the files to prioritize them in an order of precedence with regards to deadlines and in the meanwhile OET will go through the quotation process to obtain legal services.

ITEM 2 CONTINUED

AT THIS TIME, THE COMMISSION PROCEEDED BACK TO ITEM 2. VOTE OF THE APPRAISAL DISTRICT BOARD OF DIRECTORS

Mando Barrera addressed the Court and stated that if Richard Garza was given 166 votes, Amador Requenez 126 votes and split the other two between Ruben Yzaguirre and Mario Dominguez. He stated that he had made a summary of the way he projected that candidates would obtain votes. Mario Dominguez should be getting the Cities of Weslaco and Mercedes and also both ISD's. Mr. Requenez has the sharyland votes and he would also be getting 170 votes from Mission. If that's the case, that's how Mr. Requenez would need 126 votes and 311 to Mr. Dominguez, which would give the balance of 337 to Mr. Yzaguirre. This talley would also use 115 of the 230 votes from Drainage District for Mr. Yzaguirre. A conversation ensued concerning how the breakdowns were going to go. Commissioner Arcaute just wanted to be assured a position for the County and the Drainage District. After further comments, Judge Garcia stated that no further action needed to be taken.

ITEM 19. EXECUTIVE SESSION:
COMMISSIONER'S COURT MAY GO INTO EXECUTIVE SESSION PURSUANT TO CHAPTER 551 TEXAS LOCAL GOVERNMENT CODE SECTION 551.074 TO DISCUSS THE FOLLOWING ITEM:

A. CONSIDERATION AND APPROVAL OF SALARY ADJUSTMENTS TO EQUALIZE POSITIONS

At this time Commissioner's Court went into executive session.

Upon the return of the Commission, Judge Garcia stated that this matter was not discussed in executive session and proceeded with item 20.

ITEM 20. OPEN SESSION:
A. CONSIDERATION AND APPROVAL OF SALARY ADJUSTMENTS TO EQUALIZE POSITIONS

Dick Dickinson stated that they were requesting that all housekeepers be paid the same amount of $11,924.24. This would need an adjustment of $5,651.74 for the rest of the year + benefits. He stated that there would be enough money in 03 to do so. There was some confusion as to whether this item could be discussed due to the open session which should be a result of an executive session which did not occur. Mr. Crain, however, stated this item could be discussed because it was on the agenda to be discussed in the open. At this time, Judge Garcia stated that there will be no action on this item.

NO ACTION

Commissioner Arcaute made a motion and was seconded by Commissioner Rosel to adjourn.

MOTION CARRIED

There being no further business to come before this Commissioner's Court, this meeting stands adjourned.

DRAINAGE DISTRICT

The Honorable Richard H. Garcia, Interim County Judge called this meeting to order whereupon the following items were had to wit:

ITEM 1. VOTE ON THE APPRAISAL DISTRICT BOARD OF DIRECTORS

Mando Barrera stated that the 230 votes for Drainage District were going to be distributed equally at 115 for both Mario Dominguez and Ruben Yzaguirre. Commissioner Sanchez made a motion and was seconded by Commissioner Garces that the Drainage District votes for the Appraisal District be distributed equally between Ruben Yzaguirre and Mario Dominguez.

MOTION CARRIED
(SEE EXHIBIT F)

ITEM 2. LINE ITEM TRANSFER:

Vona Walker stated that this was from 03 into 56 in the amount of $11,193.59 and from 03 into 55 in the amount of $1,874. This is because they did not alot the money properly for incoming bills and the money is in the fund. After some comments, a motion was made by Commissioner Garces and was seconded by Commissioner Rosel to approve the line item tranfers.

MOTION CARRIED
(SEE EXHIBIT V)

ADD 2. DRAINAGE DISTRICT-REINSTATEMENT OF EMPLOYEE

Commissioner Sanchez opened by stating that this is Imelda Villarreal. He stated that he would like to make a motion to lift the suspension that was then imposed on Ms. Villarreal and reinstate her fully in her previous position and Commissioner Arcaute seconded the motion. Commissioner Rosel then stated that he felt that there were some situations that needed to be resolved before she came back in. He wanted to see this item postponed until the following week. Commissioner Sanchez then stated that the only action that needed to be taken was to lift the suspension because she was never terminated and once that was done, then her supervisor could then deal with whatever problems Commissioner Rosel felt he needed to address. Commissioner Rosel then mentioned the fact that she was still being paid and felt that it shouldn't be much of a problem. Again, Commissioner Sanchez stated that the only action that needed to be taken was the lifting of the

suspension. Commissioner Rosel then stated that his reasoning for waiting another week, was that he would like to address some issues with legal counsel and did not want to mention them in open public. Commissioner Arcaute then mentioned the fact that Commissioner Rosel had no reason to vote against the motion and Commissioner Sanchez again mentioned that all they were doing was lifting the suspension. Commissioner Rosel then reiterated the fact that he had some concerns that needed to be addressed and he felt that it should be done in executive session;therefore, he would vote against the motion. Commissioner Garces also felt that it should wait one more week. The question was not whether to bring her back or not but he felt that they needed a little more time to address the issue. Mr. Crain then intervened and stated that Personnel matters would be closed session matters. Judge Garcia then mentioned that this would need to be discussed in a closed session. After a few more comments from both sides reiterating their points of view, the motion was put to a vote.

MOTION DENIED
COMM. GARCES, COMM. ROSEL AND JUDGE GARCIA OPPOSED.
COMM. SANCHEZ AND COMM. ARCAUTE VOTED IN FAVOR.

A motion was then made by Commissioner Rosel and seconded by Commissioner Garces to adjourn.

MOTION CARRIED

There being no further business to come before this Drainage District Board, this meeting hereby stands adjourned.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE SAID COURT, the meetings of the Commissioners' Court and the Drainage District were hereby adjourned.

Richard H. Garcia_____
Interim County Judge

Samuel Sanchez_____
County Commissioner, Precinct #1

Lalo Arcaute_____
County Commissioner, Precinct #2

Juan Rosel_____
County Commissioner, Precinct #3

Guadalupe "Lupe" Garces_____
County Commissioner, Precinct #4

Dated this 13TH day of NOVEMBER, 1995.

ATTEST:

JOSE ELOY PULIDO, County Clerk
Hidalgo County, Texas

By: Aaron Betancourt
AARON BETANCOURT, Deputy

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

Santos Castilleja

From: Jorge Ortegon [jorge.ortegon@da.co.hidalgo.tx.us]
Sent: Wednesday, June 10, 2015 1:49 PM
To: Santos Castilleja
Cc: josephine.ramirez@da.co.hidalgo.tx.us; Eva Mireles; Guillermo Palacios
Subject: RE: Lease Amendment Elsa

Santos,

Thank you for taking the time to change the Caption to accurately reflect the proposed amendment.

Our office approves the amendment as to form.

Best Regards,

Jorge Luis Ortegon II
Assistant Criminal District Attorney
Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8182
(956) 318-2079 FAX
jorge.ortegon@da.co.hidalgo.tx.us
****

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****

From: Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
Sent: Wednesday, June 10, 2015 12:19 PM
To: Jorge Ortegon

Cc: Eva Mireles; Guillermo Palacios
Subject: RE: Lease Amendment Elsa

Hello Mr. Ortegon,

I just received your email and wanted to clarify any concerns you may have. When we first knew about the possibility of 2 additional offices being opened in Elsa, and McAllen, we quickly requested 12 additional RTS workstations as part of the Fair Share Program. We were hoping to have all of the systems at the states' expense. I have attached their response to that request. They stated that they would authorize one workstation for each of the two new locations. When the office was finally built in Elsa, only 5 windows were constructed to help the public. The need was now for us to lease 4 additional RTS system. At the same time, our office was required to manage the One Sticker program beginning in March 2015. A demand for 2 additional RTS systems is now needed here in our Edinburg Office. The systems may be moved by our department at any time based on the need at each office. I have changed the Caption to reflect exactly where we need the systems installed.

Caption:

Presentation for discussion, consideration, acceptance and approval of Amendment One (Lease of State of Texas Registration and Title System (RTS) Information Resources and Support) to the agreement for the use of State of Texas Automation Equipment. The agreement between the County of Hidalgo and the State of Texas Registration and Title System amendment reflects six (6) additional systems. Four (4) RTS systems will be placed with the one (1) system approved under the Fair share program at the new office located in Elsa, TX. Two (2) systems will be placed at our Edinburg office to handle the increase in verifications of inspections resulting from the One sticker program.

Background:

Hidalgo County has an agreement in place to lease additional equipment for providing services related to the operation of the automated registration and titling system. This is in accordance with Texas Transportation Code Sec 520.0093. This brings the current total leased RTS Systems to 13. (7 in Hidalgo County 6 Sub-leased to BridgePoint Insurance)
6 X $1,500. = $9,000.00 per year
Requisition #277881

We are hoping to receive legal approval without any doubts towards what is intended. Please call me if you have any questions or need additional information.

Thanking you,

Santos Castilleja III
Motor Vehicle Manager

Hidalgo County Tax Office
Department of Auto License & Registration
PO Box 2099, 2804 S. Bus. Hwy. 281
Edinburg, TX 78540-2099
Tel: (956) 289-7458
Fax: (956) 318-2191
santos.castilleja@hidalgocountytax.org

CONFIDENTIALITY NOTICE:
This E-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

From: Jorge Ortegon [mailto:jorge.ortegon@da.co.hidalgo.tx.us]
Sent: Wednesday, June 10, 2015 10:35 AM
To: Santos Castilleja
Cc: josephine.ramirez@da.co.hidalgo.tx.us; victor.garza@da.co.hidalgo.tx.us
Subject: Lease Amendment Elsa

Santos,

You have requested the Hidalgo County District Attorney's Office approval to the form of the Amendment to the Original Lease which would allow the County of Hidalgo to lease 6 additional RTS Systems from the State of Texas. As I mentioned to you in our telephone conversation yesterday, I have concerns with the Amendment's distribution of these RTS workstations. (The amendment states that two workstations are going to Edinburg, while your Request for Legal Approval states that all RTS Systems are going to the new Elsa Office). I was also concerned with the $2,500 "one time" additional fee, but this was clarified by you in yesterday's conversation. Therefore, subject to my concern noted herein, our office approves the Lease Amendment as to form.

Should you have any questions, do not hesitate to contact me at my office.

Jorge Luis Ortegon II
Assistant Criminal District Attorney
Civil Division
Office of Criminal District Attorney

Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8182
(956) 318-2079 FAX
jorge.ortegon@da.co.hidalgo.tx.us
****

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****

Sec. 520.0093. LEASE OF COMPUTER EQUIPMENT. (a) The department may lease equipment and provide related services to a:

(1) county for the operation of the automated registration and titling system in addition to the equipment provided by the department at no cost to the county under a formula prescribed by the department; and

(2) deputy appointed under Section 520.0071.

(b) On the request of the tax assessor-collector of a county, the department may enter into an agreement with the commissioners court of that county under which the department leases additional equipment to the county for the use of the tax assessor-collector in operating the automated registration and titling system in that county.

(b-1) On the request of a deputy appointed under Section 520.0071, the department may enter into an agreement under which the department leases equipment to the deputy for the use of the deputy in operating the automated registration and titling system. The department may require the deputy to post a bond in an amount equal to the value of the equipment.

(c) A county may install equipment leased under this section at offices of the county or of an agent of the county. A deputy appointed under Section 520.0071 may install equipment leased under this section on the premises described in the agreement.

(d) Equipment leased under this section:

(1) remains the property of the department; and

(2) must be used primarily for the automated registration and titling system.

(e) Under the agreement, the department shall charge an amount not less than the amount of the cost to the department to provide the equipment and any related services under the lease. All money collected under the lease shall be deposited to the credit of the Texas Department of Motor Vehicles fund.

Redesignated and amended from Transportation Code, Section 520.002 by Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 232, eff. January 1, 2012.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 91, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 92, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1287 (H.B. 2202), Sec. 45, eff. September 1, 2013.

STATE OF TEXAS (Rev. May, 2011)

COUNTY OF Hidalgo

AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.093 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of Hidalgo, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated _____.

In addition to the provisions of the original county agreement, TxDMV's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

* * *

The County of Hidalgo, Texas will lease six additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
Elsa Office	(E) Existing	708 E Edinburg Ave Suite B.	4 Workstations
		Elsa, TX 78543	Basic
Edinburg Office	(E) Existing	2804 S. Bus Hwy 281	2 Workstations
		Edinburg, TX 78540	Basic

County Judge Date:

_____County

Jeremiah Kuntz, Director Date:
Vehicle Titles and Registration Division

EXHIBIT "A" To Amendment One
State of Texas, County of Hidalgo

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased **at County expense** from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement."
2. Submitting a signed amendment form to Randy Elliston, Director, Vehicle Titles and Registration Division, will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be $1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of $2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year that remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	County Site	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic[1]			$1,500.00	$9,000.00
2.	Remote Sticker Printing System (Renewal)[2]			600.00	
3.	Remote Sticker Printing System (DTA)[3]			600.00	
4.	Uninterrupted Power Supply			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	
				Annual Leasing Fee	$9,000.00

[1] The Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary), in a normal environment.
[2] The Remote Sticker Printing System (RSPS renewal) includes all standard items for full functionality at your subcontractor (laptop, bar code reader, printer, software, support, and two flash drives).
[3] The RSPS (DTA) includes all standard items for full functionality at your subcontractor vehicle dealer (laptop, printer, software, support, and two flash drives).

AI-50349 **Executive Office** **8. B.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

National Association of Counties:
Approval to appoint Ramon Garcia, County Judge as voting delegate and appoint Larry Gallardo, Constable Pct. 3 as an alternate to NACO

BACKGROUND

Fiscal Impact

Attachments

packet
signed form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 02:58 PM
Glinda Pacheco	Glinda Pacheco	07/02/2015 03:19 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 07/02/2015 02:50 PM
Final Approval Date: 07/02/2015

MEMORANDUM

ELECTION OF SECOND VICE PRESIDENT

To: County Board Chairpersons, Parish Presidents, Borough Mayors, County Judges, Elected County Executives and County Clerks
From: Riki Hokama, NACo President
Date: May 8, 2015
Subject: Voting Credentials – 2015 Annual Conference

NACo is preparing for the 80th Annual Conference to be held July 10-13, 2015, in Mecklenburg County, N.C. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws**.

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form**. A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- **elected** county executive

*Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JUNE 19**.*

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Alex Koroknay-Palicz - Fax (202) 393-2630

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
25 Massachusetts Ave, NW, Suite 500
Washington, DC 20001

AKPalicz@naco.org

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or *akpalicz@naco.org*. We look forward to seeing you in Mecklenburg County!

2015 General Voting Frequently Asked Questions

On what issues or for which candidates do counties/parishes/boroughs vote?
Counties vote on resolutions that set NACo legislative and association policy for the coming year. Delegates also elect NACo officers for the coming year. The position of second vice president is usually the one position that is contested.

How can my county vote?
A county must be a NACo member "in good standing" in order to vote. This means your county's dues for 2015 must be paid before the voting occurs. **Also, the county must have at least one paid registration for the annual conference and have proper credentials**.

What are credentials?
Credentials attest to a county's eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast, as well as the identity of the delegate that is authorized to cast the county's vote.

How is the credentials form distributed?
The form is mailed to the clerk and chief elected official of member counties so that the county can provide the name of the voting delegate to NACo. Conference registrants will receive an e-mail with a link to the credentials form as well. Only counties that have paid their 2015 NACo dues will receive a credentials form. This form is mailed in May. Please return this form by Friday, June 19, 2015.

Why did I receive a credentials form?
You are receiving this form because you are the chief elected official at your county, your county's clerk, or you registered for the 2015 NACo Annual Conference. If you wish to vote, please bring the credentials form to your chief elected official to fill out and return to us. Please see this packet for more instructions on the form.

My county has misplaced the credentials form. What should I do?
The credentials form will be available in the Elections and Voting Credentials section of the NACo website (*www.naco.org/credentials*) shortly after it is mailed. A member login is required to download and print the form. After you download, print, and fill out the form correctly, you can return it to NACo. Please call Alex Koroknay-Palicz at 888.407.NACo (6226) x291 if you need assistance.

If my county is not registering for the Annual Conference, does my county have to send in the credentials form?
No. Only counties who register are able to vote. Please do not return the credentials form to the NACo office if your county does not plan to register for the Annual Conference.

What is a voting delegate?
A voting delegate is someone authorized by your county/parish/borough board to pick up a ballot and cast your county's votes at the annual conference. The delegate must have a paid registration to the conference.

Who may be a voting delegate?
Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

What is an alternate?
An alternate is another elected or appointed official or staff member from the county delegated by the county to pick up and cast its ballot. The alternate must have a paid registration to the conference.

- The delegate OR alternate listed on the credentials form may pick up your county's ballot.

My county has only one person attending the conference. Does my county have to designate an alternate?
No. It is not necessary to list an alternate if a delegate is named.

Whose ballots may the state associations of counties/parishes/boroughs receive?
Your state association of counties/parishes/boroughs is allowed to pick up any unclaimed ballots from counties/parishes/boroughs that have registered delegates. The pick-up for state associations is Sunday afternoon during the conference. The state association may then cast those ballots in the election.

My county does not want our state association to pick up our votes. How does my county go about indicating this decision?
You must check the box that says "*If my ballot is not picked up, I DO NOT AUTHORIZE my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.*"

- Remember that your county's votes will not be cast at all with this option if your delegate does not pick up the ballot.

If I do not get my credentials form into the NACo office by June 19, may I become credentialed on site at the conference?
Yes. You may bring the original credentials form signed by your chief elected official or fill out the on-site ballot form. By signing the on-site ballot form you declare that you and the other conference attendees from your county have agreed that you are the voting delegate for your county. You must be registered for the conference to be able to vote.

What would happen if more than one registered attendee from my county fills out the on-site ballot form?
If there is confusion as to who the authorized delegate is, and more than one person claims to be your county's authorized delegate, officials from your county will need to resolve the dispute by 5 p.m. EDT on Sunday July 12, 2015. Unless the dispute is resolved, your county's votes will not be counted. To resolve the dispute, all registrants who filled out the on-site ballot form need to agree as to who is authorized to cast their county's votes and communicate that to Alex Koroknay-Palicz at the credentials desk by 5 p.m. EDT on July 12.

How do I get my ballot?
When you submit your credentials form NACo staff prints out a paper ballot to bring to the NACo Annual Business Meeting. In order to vote you will need to pick up this paper ballot at the NACo Credentials Desk. Your county has until 1 p.m. on Sunday July 12 to come to the Credentials Desk and pick up your ballot. If you do not pick it up by 1 p.m. your state association can then pick up your vote until 5 p.m. unless you check the box on the form to not permit them. If you check that box and do not pick up your own ballot your county WILL NOT be permitted to vote.

What would happen if I've picked up my ballot, but I need to leave before the election on Monday?
If you have picked up the ballot for your county but won't be present to cast it at the NACo Annual Business Meeting on Monday morning, you can give that ballot to a delegate from your same county, from another active member in your state, the head of your state delegation, or your state association president or president's designee. To do this, you (transferer) and the person you are handing the ballot to (transferee) must sign the Record of Ballot Transfer form on the back of your ballot.

My county won't be attending this year's Annual Conference, can we still vote?
Yes. Your county can still have its votes counted without attending the conference, but one person from your county still needs to register. You must have at least one person registered by 12 PM EDT on July 7. If you register, do not plan to attend and wish to vote, you MUST designate your state association president as your delegate on the Credentials Form. Your state association president or his/her designee will pick up and cast your ballot.

How does NACo determine the number of votes each county receives?
The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than $499 in dues are entitled to one additional vote for each additional $500 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of $400 to $499 receive one vote.
- Counties with dues of $500 to $999 receive two votes, and so on.
- The maximum number of votes a county can receive is 121.

My county has 10 votes. How can our 25 commissioners divide or share the votes?
That is up to your county. NACo has no rule as to how counties decide to allocate their votes. Counties may split their vote amongst the candidates running for second vice president if it is desired.

I've heard the term "unit vote" used. What is that?
Some states, by custom or policy, cast all of their votes as a block or "unit." State associations typically have a meeting before the election to determine how they will handle the voting process.

- Check with your state association regarding the time, date and location of this meeting.
- NACo bylaws permit each county to cast its vote as it chooses. Your county does not have to vote with your state association should you so choose.

When does the voting take place?
This year's election will be held on Monday, July 13, 2015 at 10:30 a.m. at the NACo Annual Business Meeting.

How does the voting occur?
Votes are cast by state, not by state association. Counties from a state sit together as a delegation. The reading clerk will call out states at random. A state appointed representative will approach the microphone and call out that state's vote. This will continue until one of the candidates has a majority (50 percent plus 1) of the total number of votes being cast. Voting may still continue after the fifty percent plus one mark has been reached.

What is a roll call?
Roll call is a way of voting for NACo resolutions to be passed. If a roll call is necessary, the names of the states will be read out in alphabetical order by the reading clerk. A state appointed representative will approach the microphone and call out that state's vote as "yes" or "no." This will continue until all votes have been cast.

What happens if there is a dispute over the election process?
It is rare, but sometimes irregularities occur with how votes are cast or counted, or how the credentialing process is conducted. As a safeguard elections may be challenged during the voting process at the NACo Annual Business Meeting. Challenges are allowed under two circumstances. A voting delegate may challenge the vote for his/her state, and his/her state only. A candidate running to become a NACo officer may challenge the vote of any state. If a challenge is made, the NACo Credentials Committee may audit the ballots of a state delegation to ensure that the number of votes the state is casting matches the number of ballots the state has. The committee may also audit the ballot transfer records on the back of each ballot and the State Voting Totals Form, which is a form states fill out showing the number of votes cast for each candidate.

NACo 2015
Credentials (Voting) Form

► Please complete and **RETURN FORM BY JUNE 19, 2015** to:

Credentials Committee / NACo / Attn: Alex Koroknay-Palicz
25 Massachusetts Avenue, NW, Suite 500 / Washington, DC 20001

► You may also fax this form to **202.393.2630** ... or scan and e-mail this form to: **akpalicz@naco.org** ... or have the voting delegate(s) carry it with him/her to the conference and present it at the Credentials Desk.

► If you do not plan on registering for the 2015 Annual Conference, **there is no need to fill out and return this form**. Your county/parish/borough **MUST** have at least one paid conference registration to be able to vote.

► If you are registering for credentials on-site, you will need to fill out the on-site ballot form. By signing this form you are declaring that you and the other conference attendees from your county have agreed that you are the voting delegate for your county.

► If your ballot is not picked up at the 2015 Annual Conference the President of your State Association will pick up and cast your county's votes unless you check the box below.

❑ If my ballot is not picked up, **I DO NOT AUTHORIZE** my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.

Please type or print in block letters.

County / Parish / Borough

State

Name your county/parish/borough's delegate(s)
Please assign a delegate **from your county/parish/borough**.

Designated County Delegate

First Name

Last Name

Job Title/Position

County Alternate

First Name

Last Name

Job Title/Position

*Please note: This form must be signed by the **CHIEF ELECTED OFFICIAL** from your county.*
Submissions without an appropriate signature will not be accepted.

Signature of Chief Elected Official
(Board President/Chair/elected County Executive/Judge/Mayor)

Date

Cell Number

Print Name

Title

Credentials Checklist

Please use the following checklist before returning the credentials form.

YES **NO** Has my county/parish/borough paid its 2015 NACo dues?

If no, please contact NACo's Membership department at 888.407.NACo (6226). 2015 dues must be paid before votes may be cast.

YES **NO** Has my county/parish/borough registered or at least one person from my county/parish/borough paid the registration fee to attend the conference?

If no, STOP. The county must have at least one paid conference registrant to cast a ballot, according to NACo's bylaws. If no one from your county is registered for the conference, your county may not vote in the election. If your county does not plan on registering for the conference, you do not need to turn this credentials form back in to the NACo office.

If you have answered "YES" to both of the above questions, please continue.

YES **NO** Has my county designated a voting delegate and alternate, if applicable?

Only ONE alternate may be designated per county. If more than one alternate is designated per form, only the first will be counted as the credentialed voting alternate.

YES **NO** Has the chief elected official of my county/parish/borough (board chair, mayor, parish president, elected county executive) signed the credentials form?

*If you have answered **yes** to **all** questions, please either fax, mail **or** scan and e-mail the credentials form by Friday, June 19, 2015 to:*

Alex Koroknay-Palicz
Fax # (202) 393-2630

Or:

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
25 Massachusetts Ave., NW, Suite 500
Washington, DC 20001

Or:

AKPalicz@naco.org

If you have questions call or e-mail Alex Koroknay-Palicz at 888.407.NACo (6226) or his direct line: (202) 942-4291. E-mail: *akpalicz@naco.org*

NACo 2015
Credentials (Voting) Form

NACo National Association of Counties

▶ Please complete and **RETURN FORM BY JUNE 19, 2015** to:

Credentials Committee / NACo / Attn: Alex Koroknay-Palicz
25 Massachusetts Avenue, NW, Suite 500 / Washington, DC 20001

▶ You may also fax this form to **202.393.2630** ... or scan and e-mail this form to: **akpalicz@naco.org** ... or have the voting delegate(s) carry it with him/her to the conference and present it at the Credentials Desk.

▶ If you do not plan on registering for the 2015 Annual Conference, **there is no need to fill out and return this form.** Your county/parish/borough **MUST** have at least one paid conference registration to be able to vote.

▶ If you are registering for credentials on-site, you will need to fill out the on-site ballot form. By signing this form you are declaring that you and the other conference attendees from your county have agreed that you are the voting delegate for your county.

▶ If your ballot is not picked up at the 2015 Annual Conference the President of your State Association will pick up and cast your county's votes unless you check the box below.

☐ If my ballot is not picked up, **I DO NOT AUTHORIZE** my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.

Please type or print in block letters.

County / Parish / Borough: HIDALGO

State: TX

Name your county/parish/borough's delegate(s)
Please assign a delegate **from your county/parish/borough.**

Designated County Delegate

First Name: RAMON

Last Name: GARCIA

Job Title/Position: COUNTY JUDGE

County Alternate

First Name: LAZARO

Last Name: GALLARDO JR

Job Title/Position: CONSTABLE

Please note: This form must be signed by the CHIEF ELECTED OFFICIAL from your county.
Submissions without an appropriate signature will not be accepted.

Ramon Garcia
Signature of Chief Elected Official
(Board President/Chair/elected County Executive/Judge/Mayor)

7/7/15
Date

(956) 457-2781
Cell Number

Ramon Garcia
Print Name

County Judge
Title

APPROVED BY COMMISSIONERS' COURT ON: 7/7/15

Credentials Checklist

Please use the following checklist before returning the credentials form.

YES NO Has my county/parish/borough paid its 2015 NACo dues?

If no, please contact NACo's Membership department at 888.407.NACo (6226). 2015 dues must be paid before votes may be cast.

YES NO Has my county/parish/borough registered or at least one person from my county/parish/borough paid the registration fee to attend the conference?

If no, STOP. The county must have at least one paid conference registrant to cast a ballot, according to NACo's bylaws. If no one from your county is registered for the conference, your county may not vote in the election. If your county does not plan on registering for the conference, you do not need to turn this credentials form back in to the NACo office.

If you have answered "YES" to both of the above questions, please continue.

YES NO Has my county designated a voting delegate and alternate, if applicable?

Only ONE alternate may be designated per county. If more than one alternate is designated per form, only the first will be counted as the credentialed voting alternate.

YES NO Has the chief elected official of my county/parish/borough (board chair, mayor, parish president, elected county executive) signed the credentials form?

*If you have answered **yes** to **all** questions, please either fax, mail **or** scan and e-mail the credentials form by Friday, June 19, 2015 to:*

Alex Koroknay-Palicz
Fax # (202) 393-2630

Or:

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
25 Massachusetts Ave., NW, Suite 500
Washington, DC 20001

Or:

AKPalicz@naco.org

If you have questions call or e-mail Alex Koroknay-Palicz at 888.407.NACo (6226) or his direct line: (202) 942-4291. E-mail: *akpalicz@naco.org*

AI-50345 **Executive Office** **8. C.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion of county services to include but not limited to Tax Collection/Vehicle Registration Services in the City of McAllen

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 01:58 PM
Glinda Pacheco	Glinda Pacheco	07/02/2015 02:34 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 07/02/2015 01:53 PM

Final Approval Date: 07/02/2015

AI-50352 **Executive Office** **8. D.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and possible action regarding automated assignment of cases filed in JP Courts.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 04:20 PM
Glinda Pacheco	Glinda Pacheco	07/02/2015 04:38 PM
Purchasing Department	Monica Badillo	07/02/2015 05:12 PM

Form Started By: Monica Badillo Started On: 07/02/2015 04:10 PM

Final Approval Date: 07/02/2015

AI-50283 **Executive Office** **8. E.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Requesting signature of County Judge Garcia on Voluntary Revocation of Permit form for municipal solid waste permit no. 2102 for a solid waste processing site on Davis Road in Precinct No. 4. Facility has been inactive since 2000 and the form will complete state closure requirements for facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	06/30/2015 10:20 AM
Manuel Chapa	Manuel Chapa	06/30/2015 06:23 PM
Budget & Management	Damaris San Miguel	07/01/2015 08:40 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 06/29/2015 03:28 PM

Final Approval Date: 07/02/2015

Texas Commission on Environmental Quality
Municipal Solid Waste Facility

Request for Voluntary Revocation of Permit or Registration

To the Executive Director of the
Texas Commission on Environmental Quality:

I, Ramon Garcia, representing
(name and title of permit/registration holder's representative)
Hidalgo County, hereby request that
(name of permit/registration holder)
Permit/Registration No. 2102 be revoked. The permit/registration was issued by the Texas Commission on Environmental Quality (TCEQ) or its predecessor agency to Hidalgo County on 07/21/1989 for
(name of permit/registration holder) *(date issued)*
the operation of a Municipal Solid Waste facility in Hidalgo
(type of facility)
County. Hidalgo County has ceased
(name of permit/registration holder)
operations and closed the facility as required by applicable law and does not intend to resume operations under this permit/registration.

I understand that by requesting the revocation of Permit/Registration No. 2102, Hidalgo County waives all right to notice and a hearing. The
(name of permit/registration holder)
Executive Director of the TCEQ, or his authorized representative, may revoke the permit/registration without a public hearing or any commission action, pursuant to Title 30 Texas Administrative Code, Chapter 305, Section 305.67, and Chapter 330, Sections 330.71(i) and 330.465(b).

Submitted by: _____ _____
*(signature of permit/registration holder's representative)** *(date)*
Mailing address: 302 West University Drive
Edinburg TX 78539
Telephone no.: 956-318-2600

* Please include documentation of signatory's authority to sign this application on behalf of the permit or registration holder in accordance with 30 TAC Section 305.44.

RECEIVED
MAY 2 6 2015
COUNTY JUDGE

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 20, 2015

The Honorable Ramon Garcia
Hidalgo County Judge
302 West University Drive
Edinburg, Texas 78539

Re: Hidalgo County Shredding/Grinding Facility – Hidalgo County
Municipal Solid Waste (MSW) – Permit No. 2102
Request for Permit Revocation
RN101478683/CN600753990

Dear Judge Garcia:

According to our records, the MSW Permits Section received a Request for Voluntary Revocation from you, on August 19, 2005. We responded on August 29, 2005, indicating that this type of request could only be granted after a closure inspection had been completed by regional office personnel.

On October 13, 2005, a facility inspection was conducted by Ms. Monica Galvan of the Texas Commission on Environmental Quality (TCEQ), Region 15, Office in Harlingen. A follow up report of this inspection declared that the requirements in Title 30 of the Texas Administrative Code (TAC), Section (§) 330.459 (relating to Closure Requirements for Municipal Solid Waste Storage and Processing Units) had been satisfied and that the site was prepared for closure.

Please submit an updated request for voluntary revocation of Permit No. 2102 within 30 days of the date of this letter, so that we can complete your revocation request.

For your convenience, a voluntary revocation request has been included as an attachment. If you have any questions regarding this letter, please contact me at (512) 239-6610. When addressing written correspondence, please use mail code MC 124.

Sincerely,

Arthur Denny
Senior Scientist
Municipal Solid Waste Permits Section
Waste Permits Division

ALD/cgm

Enclosure

cc: Mr. Martin Ramirez, Environmental Compliance Director, Edinburg, Texas

AI-50315 **Executive Office** **8. F.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Requesting authorization for County Judge to sign Notices of Intent and Core Data Forms for county citizen collection stations as required under Chapter 30 of the Texas Administrative Code Subchapter 330.

BACKGROUND

The county operates twelve sites but only nine are being submitted at this point. Others will be placed on agenda as soon as they are ready for signature.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

1
2
3
4
5
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8
9

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/01/2015 04:22 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 07/01/2015 02:56 PM

Final Approval Date: 07/02/2015

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Mercedes Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN**_____

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: A.C. Cuellar

Title: Hidalgo County Precinct 1 Commissioner

Address: 1902 Joe Stephens Ave.

City, State, Zip Code: Weslaco, TX 78599

Phone Number: 956-968-8733

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel South on Mile 1 East from US 83 for approximately 1 ¾ mile. Site is on west side of Mile 1 East.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

Ray Jones — 2-17-2015

Signature of Owner — *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ

TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:			
☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A	
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* — *If new Customer, enter previous Customer below* — *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)* — **12. E-Mail Address** *(if applicable)*

13. Telephone Number ( ) - — **14. Extension or Code** — **15. Fax Number** *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*	17. TX State Franchise Tax ID *(11 digits)*	18. DUNS Number *(if applicable)*	19. TX SOS Filing Number *(if applicable)*

20. Number of Employees ☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated? ☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Mercedes Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*								
	City		**State**		**ZIP**		**ZIP + 4**	
25. Mailing Address:	1902 Joe Stephens Ave, Suite 101							
	City	Weslaco	**State**	TX	**ZIP**	78599	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 968-8733		(956) 969-1417

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Approximately 1 3/4 miles south of Expressway 83 on Mile 1East Road, Mercedes, Texas

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Mercedes	Hidalgo	TX	78570

37. Latitude (N) In Decimal:	26.13193333	**38. Longitude (W) In Decimal:**	097.89373333

Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

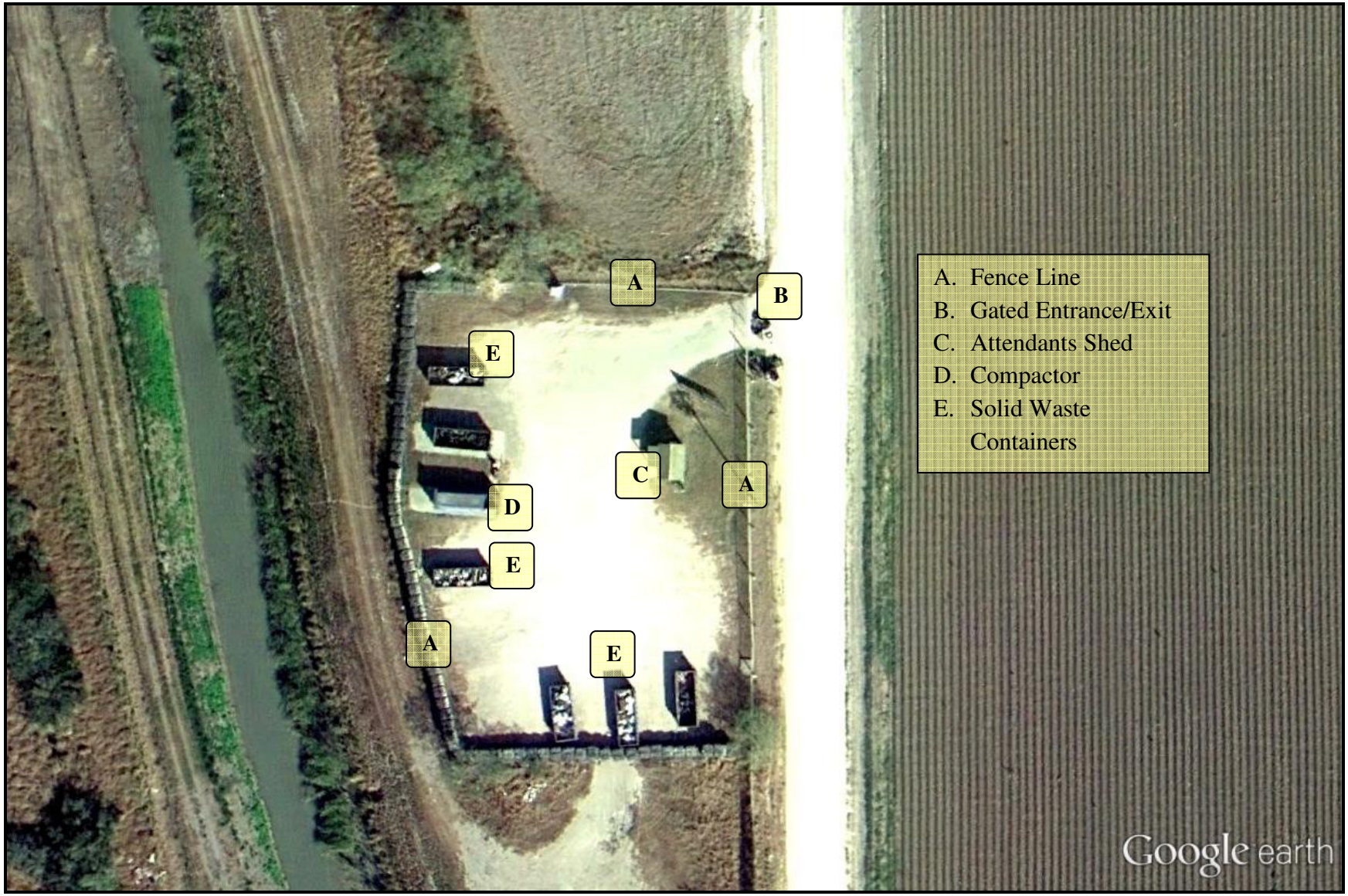
VEHICLES NOT ALLOWED

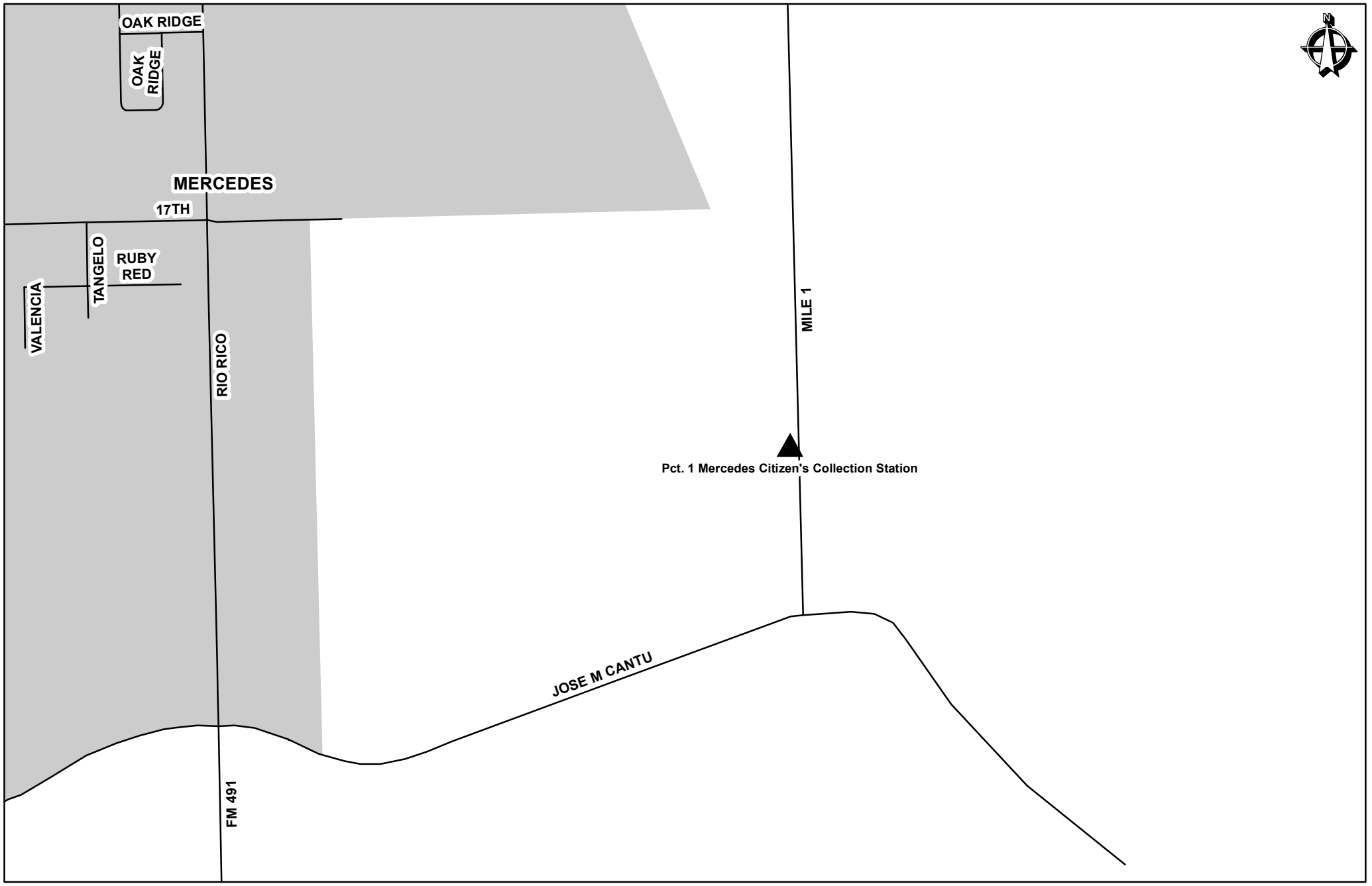
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 1 Citizen Collection Station in Mercedes Area





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 1 Mercedes Citizen's Collection Station

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

Mercedes CCS List of Adjacent Property Owners

Florencia & Jesus A. Guerra
2105 Colorado St.
Mission, Texas 78572-7482

American R G L & IR Company
PO Box 42
Mercedes, Texas 78570-0042

WARRANTY DEED

GF 718031-JLN

Date: May 8, 2003

Grantor: **RAY JONES, owning, claiming, and occupying other property as my legal homestead**

Grantor's Mailing Address (including county): **P.O. Box 565, Mercedes, Hidalgo County, Texas 78570**

Grantee: **AG RAY LAND & SUGAR PLANTATION, INC., a Texas Corporation**

Grantee's Mailing Address (including county): **P.O. Box 565, Mercedes, Hidalgo County, Texas 78570**

Consideration: **TEN AND NO/100THS DOLLARS ($10.00)**

Property (including improvements):

TRACT I:

The South 25 acres of Lot Five (5), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT II:

Lot Twelve (12), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT III:

The North 12 acres of Lot Thirteen (13), Block Forty (40), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

TRACT IV:

The East 4.92 acres of Lot Nine (9), Block Sixty-seven (67), Capisallo District Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume "P," Page 226, Deed Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. **A 1/4th royalty interest in and to all oil, gas, and other minerals on, in, under, or that may be produced from the subject property as set forth in instrument dated February 8, 1948, recorded in Volume 76, Page 141, Oil and Gas Records, Hidalgo County, Texas. (Tract IV)**
2. **An undivided ½ interest in all oil, gas, and other minerals on, in, under, or that may be produced from the subject property as set forth in instrument dated November 23, 1949, recorded in Volume 675, Page 68, Deed Records, Hidalgo County, Texas. (Tract II)**
3. **Oil, Gas, and Mineral Lease dated May 2, 1968, recorded in Volume 317, Page 757, Oil and Gas Records, Hidalgo County, Texas. (Tract I)**
4. **Oil, Gas, and Mineral Lease dated December 22, 1918, recorded in Volume 413, Page 298, Oil and Gas Records, Hidalgo County, Texas. (Tracts II & III)**
5. **Oil, Gas, and Mineral Lease dated October 7, 1959, recorded in Volume 243, Page 556, Oil and Gas Records, Hidalgo County, Texas. (Tract IV)**

6. **Oil, Gas, and Mineral Lease dated August 1, 2001, recorded under Clerk's File No. 995733, Official Records, Hidalgo County, Texas. (All tracts)**
7. **Oil, Gas, and Mineral Lease dated August 15, 2001, recorded under Clerk's File No. 1005396, Official Records, Hidalgo County, Texas. (Lot 9, Block 67)**
8. **Oil, Gas, and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1005397, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)**
9. **Oil, Gas and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1026773, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)**
10. **Oil, Gas, and Mineral Lease dated August 5, 2001, recorded under Clerk's File No. 1033177, Official Records, Hidalgo County, Texas. (North 20 acres of Lot 12, Block 40)**
11. **Easement for right of way granted to Hidalgo County, as set forth in instrument recorded in Volume 936, Page 435, Deed Records, Hidalgo County, Texas. (Tract I)**
12. **Water Right Agreement from Ameri-Rio Grande Land & Improvement Company to Etnire & Chase, dated December 6, 1909, recorded in Volume 61, Page 151, Miscellaneous Records, Hidalgo County, Texas. (Tract II)**
13. **Subject to any portion of the property described herein with the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.**
14. **Subject to any portion of subject property descried herein lying within canal right of way.**
15. **Easements, Rules, Regulations and Rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9.**
16. **Easements and reservations as may appear upon the recorded map and dedication of said subdivision.**

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to grantee and grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

RAY JONES

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 8 day of May, 2003, by RAY JONES.

MARY B. ARCE
Notary Public,
State of Texas
Comm. Exp. 11-27-2003

Notary Public, State of Texas

Prepared in the Office of:

Melinda Garza Farias
Attorney at Law
420 S. Missouri
Weslaco, Texas 78596

After Recording Return to:

Ag Ray Land & Sugar Plantation, Inc.
P.O. Box 565
Mercedes, Texas 78570

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: May 15,2003 at 03:21P

As a Recording

Document Number: 1199485
Total Fees : 16.00

Receipt Number - 499008
By,
Monique Garate, Deputy

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Monte Alto Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN107290009**

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: A.C. Cuellar

Title: Hidalgo County Precinct 1 Commissioner

Address: 1902 Joe Stephens Ave.

City, State, Zip Code: Weslaco, TX 78599

Phone Number: 956-968-8733

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel north on FM 88 from US 83 to Mile 20 North Road, turn west on Mile 20 North Road and travel to Mile 5 ½ West and turn north on Mile 5 ½ West and travel approximately 1 mile. Site is on west side of Mile 5 ½ West.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN 107290009

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:			
☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A	
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)*

12. E-Mail Address *(if applicable)*

13. Telephone Number ( ) -

14. Extension or Code

15. Fax Number *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*	17. TX State Franchise Tax ID *(11 digits)*	18. DUNS Number *(if applicable)*	19. TX SOS Filing Number *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☐ New Regulated Entity ☐ Update to Regulated Entity Name ☒ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Monte Alto Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*								
	City		**State**		**ZIP**		**ZIP + 4**	
25. Mailing Address:	1902 Joe Stephens Ave, Suite 101							
	City	Weslaco	**State**	TX	**ZIP**	78599	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 968-8733		(956) 969-1417

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Approximately 1 mile north of Mile 20 North Road on Mile 5 1/2 West Road, Monte Alto, Texas

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Monte Alto	Hidalgo	TX	78538

37. Latitude (N) In Decimal:	26.35585		**38. Longitude (W) In Decimal:**	097.996683333	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

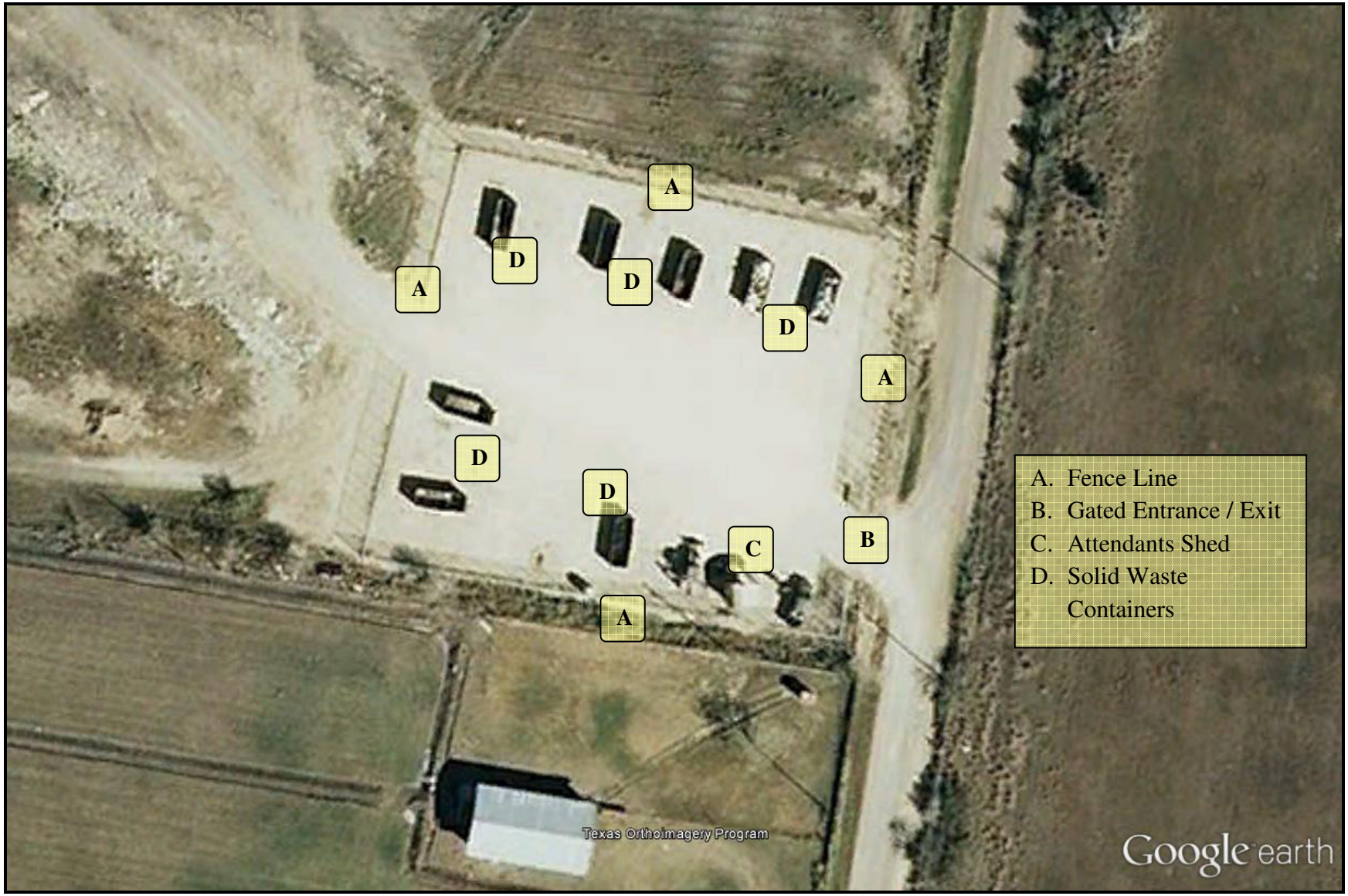
VEHICLES NOT ALLOWED

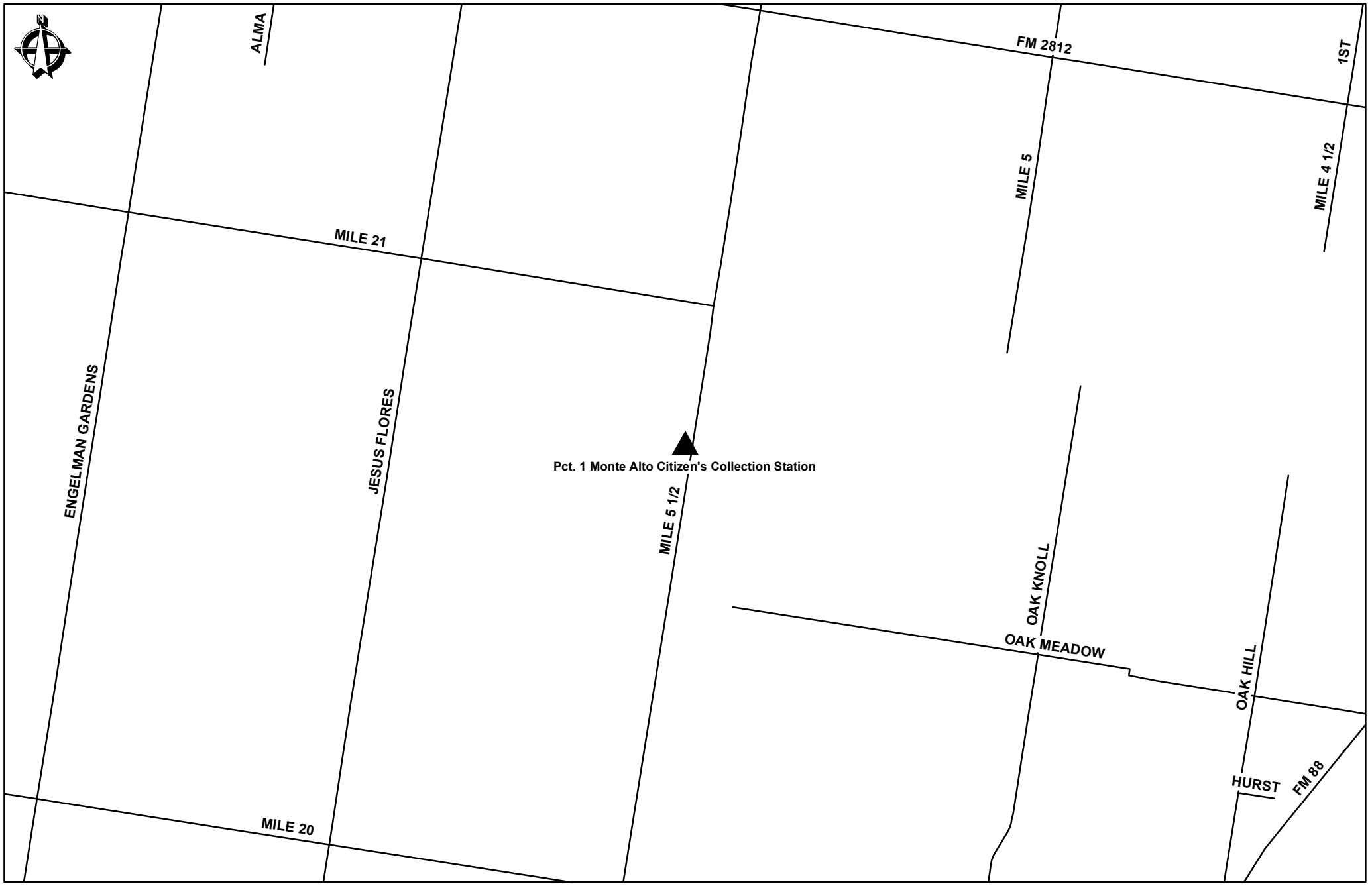
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

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Hidalgo County Precinct 1 Citizen Collection Station in Monte Alto Area





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 1 Monte Alto Citizen's Collection Station

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

Monte Alto CCS List of Adjacent Property Owners

Rio Farms Inc.
25601 FM 88
Edcouch, Texas 78538-3498

Troy Flores
22069 New Combes Highway
Harlingen, Texas 78550-1887

Reynaldo & Marilyn Francis Mindoro
Michael Mindoro
1336 Calle Florensita
Chula Vista, California 91910

Urbano & San Juana Anzaldua
P.O. Box 119
Hargill, Texas 78549-0119

Juan Angel Navarro
208 Elm Street
Donna, Texas 78537-9527

Jack McClelland
2614 W. Freddy Gonzalez Drive
Edinburg, Texas 78539-7351

Recorded On-2007-Jan-29 As-1715197

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2007 01715197

Instrument Number: 2007-1715197
As
Recording

Recorded On: January 29, 2007

Parties:

To

Billable Pages: 3

Number of Pages: 4

Comment: WDWVL 749012

**** Examined and Charged as Follows: ****

Recording	24.00
Total Recording:	**24.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-1715197
Receipt Number: 829929
Recorded Date/Time: January 29, 2007 02:06P

User / Station: V Alaniz - Cash Station 03

Record and Return To:

TROY A FLORES
800 E EXPRESSWAY 83
WESLACO TX 78596

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Recorded On-2007-Jan-29 As-1715197

CHARGE TO: EDWARDS ABSTRACT
GF# 749012 749055. mab $24 #2

1715197

749012.mab
WARRANTY DEED WITH VENDOR'S LIEN

Date: January 11, 2007

Grantor: VINCENT CAPETILLO, DBA RGR HOMES AND INVESTMENTS and wife, IRMA CAPETILLO

Grantor's Mailing Address (including county): 800 Bertha Ave.
Mission, Texas 78572
Hidalgo County, Texas

Grantee: TROY A. FLORES

Grantee's Mailing Address (including county): 800 E. Expressway 83
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Cash and a note of even date executed by Grantee and payable to the order of LARRY ELLIFF in the principal amount of ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED THIRTY SIX AND 14/100THS DOLLARS ($127,536.14). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LARRY ELLIFF and by a first-lien deed of trust of even date from Grantee to BYRON JAY LEWIS, Trustee.

Property (including any improvements):

Lot Three (3) and the South 20.0 acres of Lot Four (4), Block Seventy-seven (77), MISSOURI-TEXAS LAND IRRIGATION COMPANY'S SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 29, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments dated December 4, 1944, recorded in Volume 547, Page 563, dated August 6, 1945, recorded in Volume 661, Page 228 and dated May 5, 1982, recorded in Volume 1784, Page 22, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Leases dated November 11, 1980, recorded in Volume 397, Page 688, in Volume 397, Page 690, in Volume 397, Page 692 and in Volume 397, Page 694, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement for RIGHT OF WAY granted to CENTRAL POWER AND LIGHT COMPANY, as set forth in instrument recorded in Volume 325, Page 359, Deed Records, Hidalgo County, Texas.

Recorded On-2007-Jan-29 As-1715197

Easement for RIGHT OF WAY, as set forth in instrument recorded in Volume 654, Page 604, Deed Records, Hidalgo County, Texas.

Easement for RIGHT OF WAY granted to AEP TEXAS CENTRAL COMPANY, as set forth in instrument recorded under Clerk's File No. 1263143, Official Records, Hidalgo County, Texas.

Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

Subject to any portion of subject property described herein lying within canal right of way.

Easements, rules, regulations and rights in favor of Engelman Irrigation District.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2007 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

LARRY ELLIFF, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of LARRY ELLIFF and are transferred to LARRY ELLIFF, without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Vincent Capetillo
VINCENT CAPETILLO, DBA RGR HOMES AND INVESTMENTS

Irma Capetillo
IRMA CAPETILLO

Recorded On-2007-Jan-29 As-1715197

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 11 of January, 2007, by VINCENT CAPETILLO, DBA RGR HOMES AND INVESTMENTS and wife, IRMA CAPETILLO.

MARIA A. BARRIENTOS
Notary Public, State of Texas
My Commission Expires
05-16-2009

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
TROY A. FLORES
800 E. Expressway 83
Weslaco, Texas 78596

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
208 West Cano
Edinburg, Texas 78539
GF#: 749012;MB:lc

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Hargill Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN**_____

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: Joseph Palacios

Title: Hidalgo County Precinct 4 Commissioner

Address: 1051 North Doolittle Road

City, State, Zip Code: Edinburg, TX 78542

Phone Number: 956-383-3112

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel north on FM 493 from Highway 186 for approximately 3 1/2 miles. Turn west on 5th Street then turn north on McKinley Street. Site is on east side of McKinley Street.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:			
☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A	
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* — *If new Customer, enter previous Customer below* — *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)* — **12. E-Mail Address** *(if applicable)*

13. Telephone Number ( ) - — **14. Extension or Code** — **15. Fax Number** *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*	17. TX State Franchise Tax ID *(11 digits)*	18. DUNS Number *(if applicable)*	19. TX SOS Filing Number *(if applicable)*

20. Number of Employees ☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated? ☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Hargill Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*								
	City		**State**		**ZIP**		**ZIP + 4**	
25. Mailing Address:	1051 North Doolittle							
	City	Edinburg	**State**	TX	**ZIP**	78542	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 383-3112		(956) 381-5905

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Northeast corner of 5th Street and McKinley, Hargill, Texas

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Linn	Hidalgo	TX	78549

37. Latitude (N) In Decimal:	26.44446		**38. Longitude (W) In Decimal:**	-98.01418	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

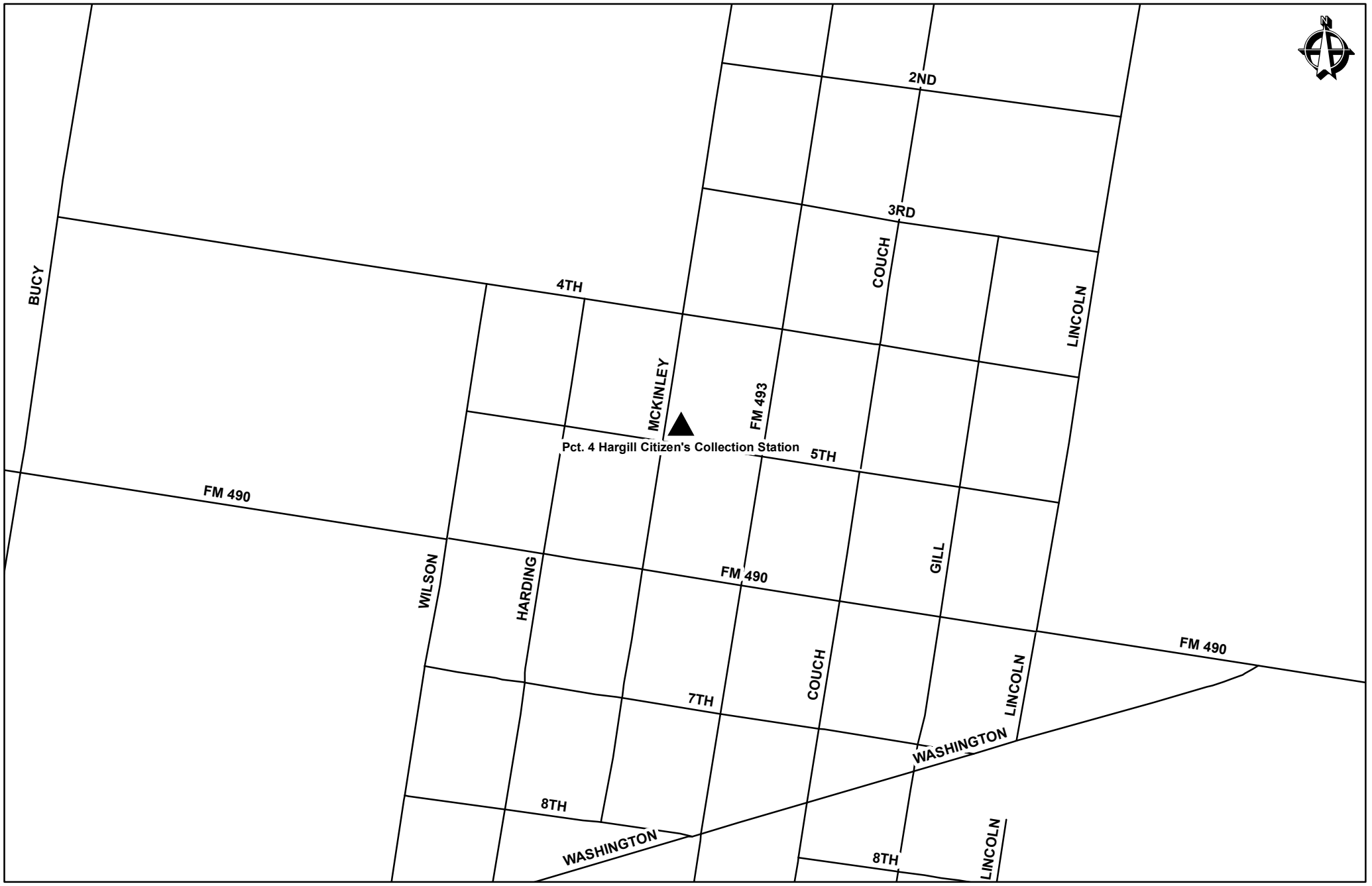
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 1 Citizen Collection Station in Hargill Area





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 4 Hargill Citizen's Collection Station

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

Hargill CCS List of Adjacent Property Owners

Francisco D. Lopez
P.O. Box 86
Hargill, Texas 78549-0086

Ramona D. Garcia
P.O. Box 93
Hargill, Texas 78549-0093

Frank Bruce Alcala
4119 N. Doolittle Road
Edinburg, Texas 78542-9592

Francisco Acosta
P.O. Box 71
Hargill, Texas 78549-0071

Delia Villarreal
419 Forbes
Hargill, Texas 78549

Maria C. & Antonio Ortiz
P.O. Box 135
Hargill, Texas 78549-0135

Gabriel Acosta
2406 Willow Street
Mission, Texas 78574

WARRANTY DEED

893955

Date: **July 17, 2000**

Grantor: **GLORIA E. ANZALDUA, a single woman**

Grantor's Mailing Address (including county): **P. O. Box 118**
Hargill, Hidalgo County, Texas 78549-0118

Grantee: **COUNTY OF HIDALGO**

Grantee's Mailing Address (including county): **100 E. Cano, 2nd Floor**
Edinburg, Hidalgo County, Texas 78539

Consideration: **Ten and NO/100 Dollars ($10.00) and other valuable consideration**

Property (including any improvements): **All of Lots 17 and 18, Block 52, ORIGINAL TOWNSITE OF HARGILL, Hidalgo County, Texas, according to the map recorded in Volume 3, Page 45, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.**

Reservations from and Exceptions to Conveyance and Warranty:

A. **Electric transmission line easement in favor of Central Power and Light Company as shown by instrument dated January 26, 1927, recorded in Volume 237, Page 186, Deed Records of Hidalgo County, Texas.**

B. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Church of Christ to F.M. McGee, dated September 20, 1937, recorded in Volume 25, Page 261, Oil and Gas Records of Hidalgo County, Texas.**

C. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by S. L. and wife, Sarah K. Gill to F. M. McGee, dated May 17, 1937, recorded in Volume 24, Page 296, Oil and Gas Records of Hidalgo County, Texas.**

D. **Rights of parties in possession.**

E. **Visible and apparent easements on or across the property herein described.**

F. **Standby fees, taxes and assessments by any taxing authority for the year 2000 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership, the payment of which Grantee assumes.**

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

Gloria E. Anzaldua
GLORIA E. ANZALDUA

(Acknowledgement)

STATE OF ~~TEXAS~~ CALIF

COUNTY OF ~~HIDALGO~~ SANTA CRUZ

This instrument was acknowledged before me on the 17th day of July, 2000, by GLORIA E. ANZALDUA

CARL E. BARNES
COMM. #1148200
Notary Public-California
Santa Cruz County
My Comm. Exp. July 24, 2001

Carl E Barnes
Notary Public, State of ~~Texas~~ CALIF
Notary's name (printed): CARL E BARNES
Notary's commission expires: 07-24-01

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Aug 03, 2000 at 10:06A

As a
Recording

Document Number: 893955
Total Fees : 11.00

Receipt Number - 296079
By,
Anna Smith

AFTER RECORDING RETURN TO:
COUNTY OF HIDALGO
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICE OF:
L.G. "JERRY" CANALES
123B East McIntyre
Edinburg, Texas 78539

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Sunset Park Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN107448920**

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: A.C. Cuellar

Title: Hidalgo County Precinct 1 Commissioner

Address: 1902 Joe Stephens Ave.

City, State, Zip Code: Weslaco, TX 78599

Phone Number: 956-968-8733

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel north on FM1015 from US 83 to Mile 11 North Road, turn east and travel to Mile 1 ½ West and turn north on Mile 1 ½ West and travel approximately ¼ mile. Site is on the east side of Mile 1 ½ West.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment C

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment C

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment C

Operation Process

Please briefly describe the operation process: See Attachment C

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒ Yes ☐ No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN 107448920

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐ Owner ☒ Operator ☐ Owner & Operator
☐ Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐ Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐ Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:			
☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A	
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)*

12. E-Mail Address *(if applicable)*

13. Telephone Number ( ) -

14. Extension or Code

15. Fax Number *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*

17. TX State Franchise Tax ID *(11 digits)*

18. DUNS Number *(if applicable)*

19. TX SOS Filing Number *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☐ New Regulated Entity ☐ Update to Regulated Entity Name ☒ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Sunset Park Citizen Collection Station aka Sunrise Hill

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*								
	City		**State**		**ZIP**		**ZIP + 4**	
25. Mailing Address:	1902 Joe Stephens Ave, Suite 101							
	City	Weslaco	**State**	TX	**ZIP**	78599	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 968-8733		(956) 969-1417

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Approximately 1/4 mile north of intresection of Mile 1 1/2 West Road and Mile 11 North along the east side of Mile 1 1/2 West Road, Weslaco, Texas

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Monte Alto	Hidalgo	TX	78538

37. Latitude (N) In Decimal:	26.21835		**38. Longitude (W) In Decimal:**	097.935	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

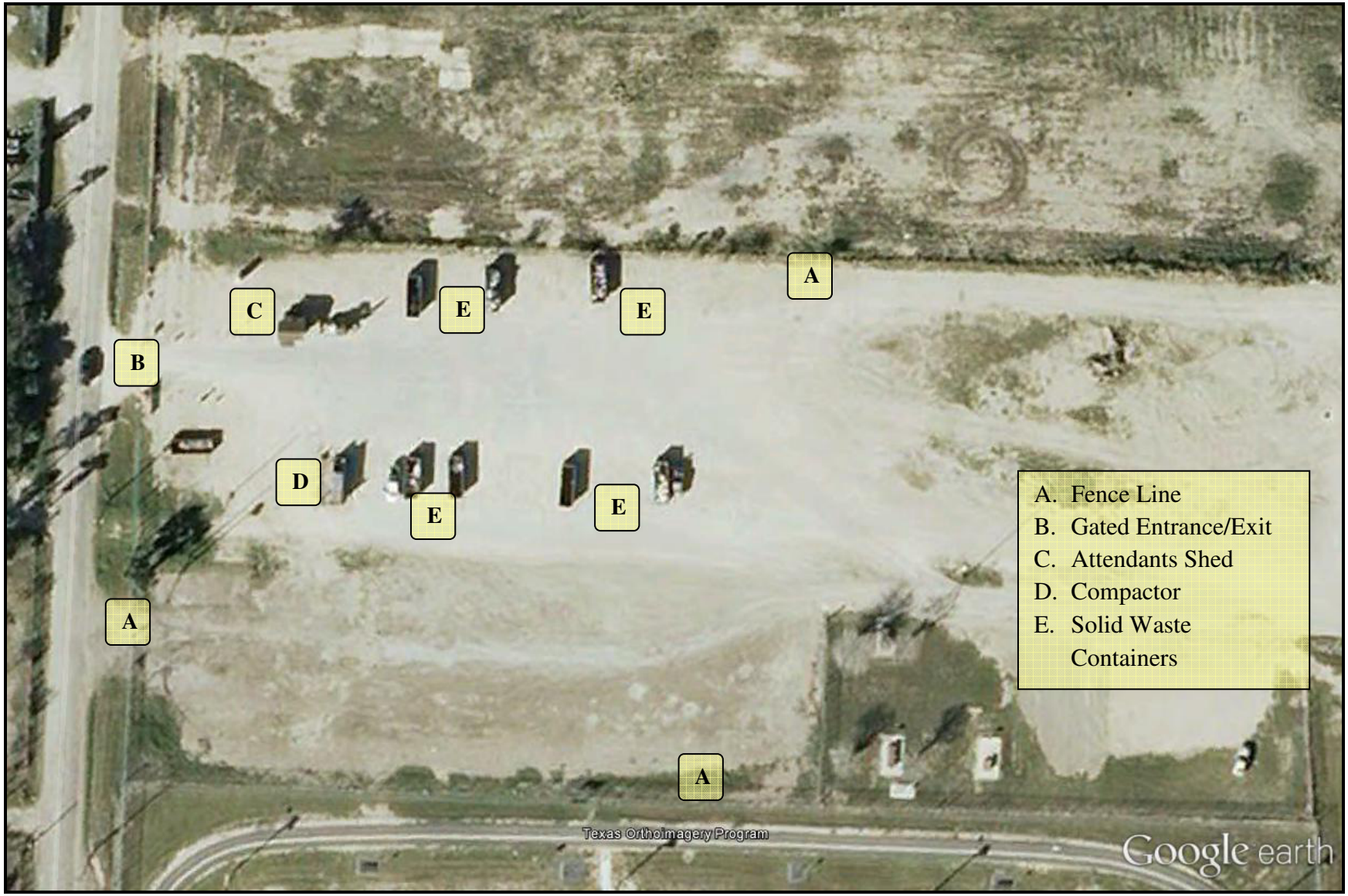
VEHICLES NOT ALLOWED

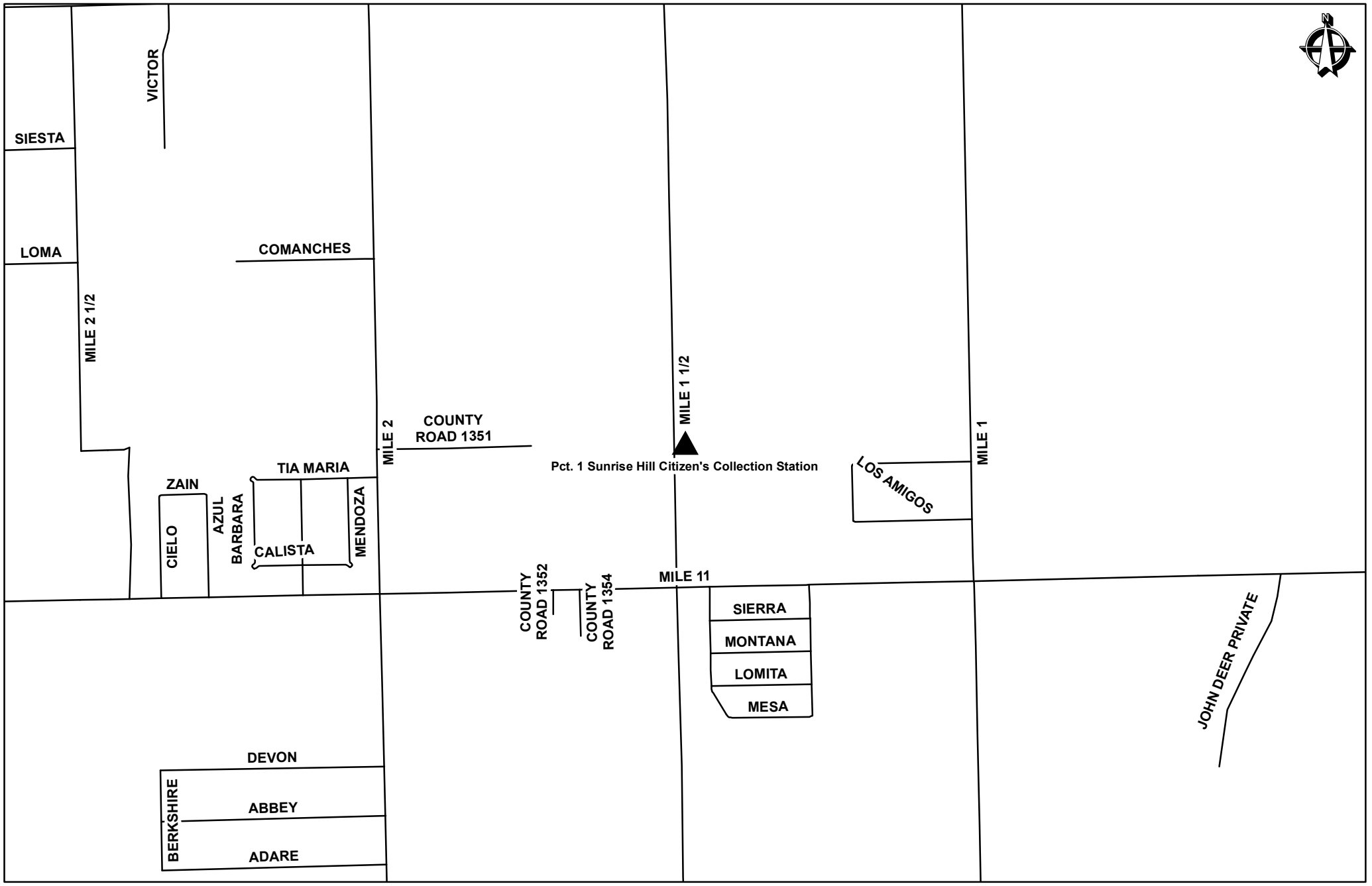
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 1 Citizen Collection Station in Sunrise Hill Facility





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 1 Sunrise Hill Citizen's Collection Station

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us
Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

Sunset CCS List of Adjacent Property Owners

Adan & San Juana De La Cruz
2914 W. 7th Street
Weslaco, Texas 78596-8525

Moises F. Sr. & Manuela Martinez
Marta M. & Emmanuel Martinez
13207 Mile 1 ½ West
Mercedes, Texas 78570-4900

Ruben Perez
13257 Mile 1 ½ West
Mercedes, Texas 78570-4900

Doc-1920914

**** Electronically Filed Document ****

Hidalgo County
Arturo Guajardo Jr.
County Clerk

Document Number: 2008-1920914
Recorded As : RECORDING ELECTRONIC

Recorded On:	**August 20, 2008**
Recorded At:	**04:00:03 pm**
Number of Pages:	**6**
Recording Fee:	**$32.00**

Parties:

Direct-
Indirect-

Receipt Number:	**978988**
Processed By:	**Azeneth Uresti**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Doc-1920914

CHARGE TO: VLTC
GF# 112906

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: August 18, 2008

Grantor: JESSICA MARIE PINEDA, a single woman

Grantor's Mailing Address:

3609 N. Texas Blvd.
Weslaco, Texas 78596

Grantee: COUNTY OF HIDALGO

Grantee's Mailing Address:

509 E. Earling Road
San Juan, Texas 78589

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

A 5.0 acre tract of land, more or less, situated in Hidalgo County, Texas, and being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty:

As more particularly described on Exhibit "B" which is attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's

successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

JESSICA MARIE PINEDA

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 19th day of August, 2008, by JESSICA MARIE PINEDA.

GARCIA
State of Texas
Expires

Notary Public, State of Texas

SANDRA GARCIA
NOTARY PUBLIC
STATE OF TEXAS
05-30-2012

AFTER RECORDING RETURN TO:

Mercedes Salinas Espinosa
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

Doc-1920914

EXHIBIT "A"

A 5.0 acre tract of land, more or less, situated in Hidalgo County, Texas, and being out of Lot 10, Block 99, CAMPACUAS ADDITION, LLANO GRANDE GRANT; said subdivision being recorded in Volume 1, Page 2 of the Hidalgo County Map Records, and said 5.00 acre tract being more particularly described by metes and bounds as follows:

Beginning at a cotton picker spindle set on the West line of said Lot 10 for the Northwest corner of said tract herein described, said spindle also being located on the centerline of Mile 1 1/2 West Road (30 feet wide) and bears South 1,155.00 feet from the Northwest corner of said Lot 10;

THENCE East, at a distance 20.00 feet pass a 1/2 inch iron rod set for reference and continuing for a total distance of 1,320.00 feet to a 1/2 inch iron set for the Northeast corner of said tract herein described:,

THENCE South, 165.00 feet, with the East line of said Lot to to a 1/2 inch iron rod set for the Southeast corner of said tract herein described, and the Southeast corner of said Lot 10;

THENCE West, with the South, line of said Lot 10, at at distance of 1,300 feet pass a 1/2 inch iron rod set for reference and continuing for a total distance of 1,320.00 feet to a 1/2 inch iron rod found for the Southwest corner of said tract herein described, and the Southwest corner of said Lot 10;

THENCE North, 165.00 feet, with the West line of said Lot 10 and with the centerline of said Mile 1 1/2 West Road to the POINT OF BEGINNING.

Doc-1920914

EXHIBIT "B"

Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvements District No. 9 and easements and restriction as shown on the map of the above described subdivision.

Roadways as shown on the map of the Campacuas Addition, recorded in Volume 1, Page 2, Map Records of Hidalgo County, Texas.

Mineral and/or royalty interest granted in deed dated February 14, 1935, recorded in Volume 9, Page 134, Oil and Gas Records of Hidalgo County, Texas.

Mineral and/or royalty interest granted in deed dated June 13, 1935, recorded in Volume 9, Page 230, Oil and Gas Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by J. B. Taylor, Jr. to Suemaur Exploration & Production LLC, dated March 16, 2005, filed March 23, 2005, under Document Number 1450194, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by James T. Phillips, Trustee of the Phillips Family Irrevocable Trust to Suemaur Exploration & Production LLC, dated March 16, 2005, filed March 23, 2005, under Document Number 1450195, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by to Maria Graciela Munoz Chapa and others, dated March 29, 2005, filed March 31, 2005 under Document Number 1453038, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Peggy D. Roub to Suemaur Exploration & Production LLC, dated March 16, 2005, filed April 5, 2005 under Document Number 1454607, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Shannon D. Miller to Suemaur Exploration & Production LLC, dated March 16, 2005, filed April 5, 2005 under Document Number 1454608, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Ann D. Gause to Suemaur Exploration & Production LLC, dated March 16, 2005, filed April 5, 2005 under Document Number 1454611, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Mary D. Satterwhite to Suemaur Exploration & Production LLC, dated March 16, 2005, filed April 6, 2005 under Document Number 1455066, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Cormack T.

Donovan to Suemaur Exploration & Production LLC, dated March 16, 2005, filed April 21, 2005 under Document Number 1462162, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by James P. Donovan to Suemaur Exploration & Production LLC, dated March 16, 2005, filed May 23, 2005 under Document Number 1475010, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Coleen D. Farabough to Suemaur Exploration & Production LLC, dated March 16, 2005, filed June 29, 2005 under Document Number 1490478, Official Records of Hidalgo County, Texas.

Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Salida del Sol Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN**_____

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: Joe Flores

Title: Hidalgo County Precinct 3 Commissioner

Address: 724 North Breyfogle

City, State, Zip Code: Mission, Texas 78574

Phone Number: 956-585-4509

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel North on Tom Gill Road from US 83. Turn West on Mile 7 North Road (FM 2221) and travel for approximately ¼ mile. Site is on South side of Mile 7 North Road (FM 2221).

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:			
☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A	
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)*

12. E-Mail Address *(if applicable)*

13. Telephone Number ( ) -

14. Extension or Code

15. Fax Number *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*	17. TX State Franchise Tax ID *(11 digits)*	18. DUNS Number *(if applicable)*	19. TX SOS Filing Number *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Salida del Sol Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*								
	City		**State**		**ZIP**		**ZIP + 4**	
25. Mailing Address:	724 North Breyfogle							
	P.O. Box 607							
	City	Mission	**State**	TX	**ZIP**	78574	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 585-4509		(956) 585-2375

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Approximately 1/4 mile east of Tom Gill Road along the south side of Mile 7 North Road (FM 2221), Penitas, Texas

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Penitas	Hidalgo	TX	78576

37. Latitude (N) In Decimal:	26.33336	**38. Longitude (W) In Decimal:**	098.43732

Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

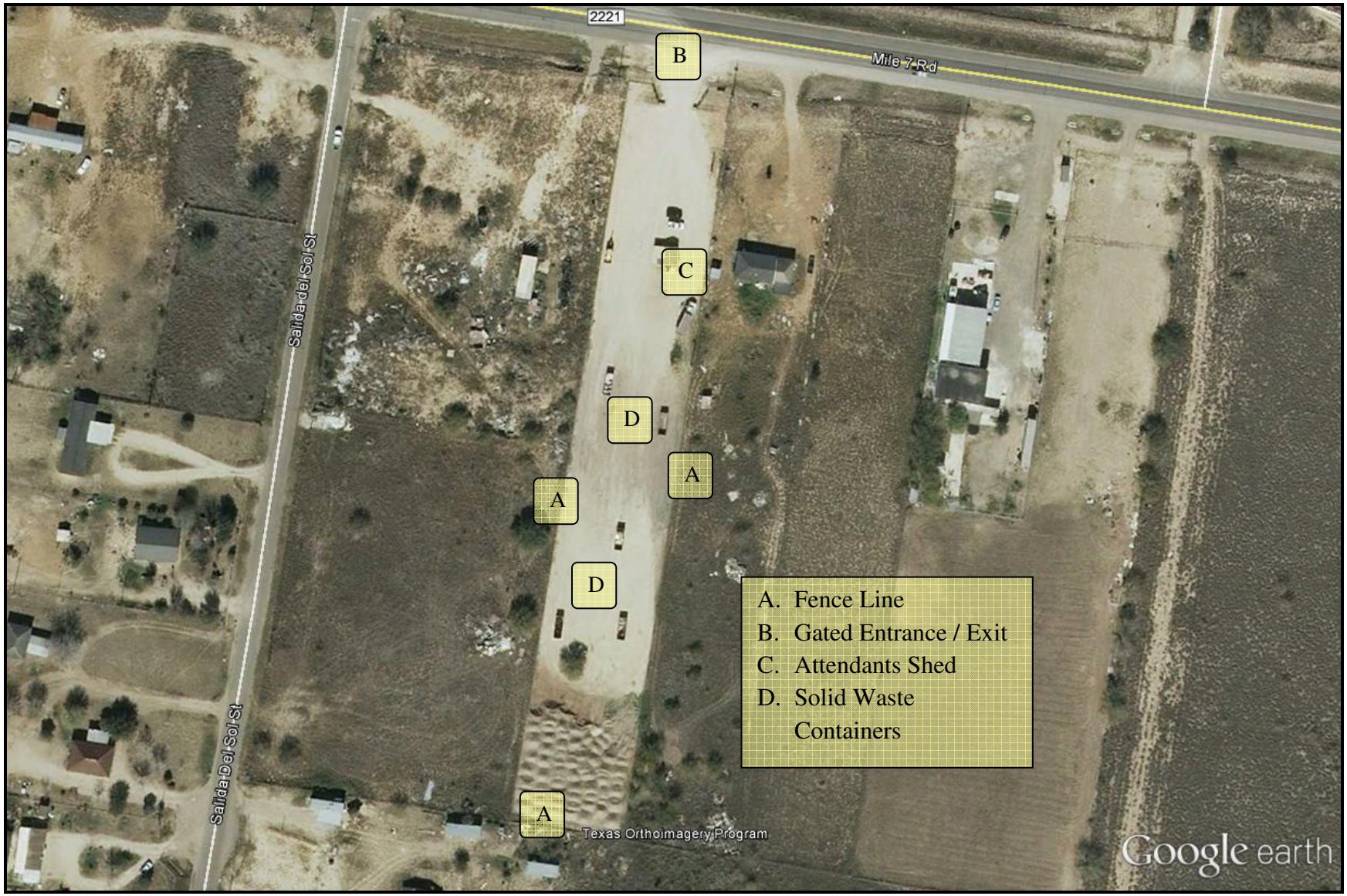
VEHICLES NOT ALLOWED

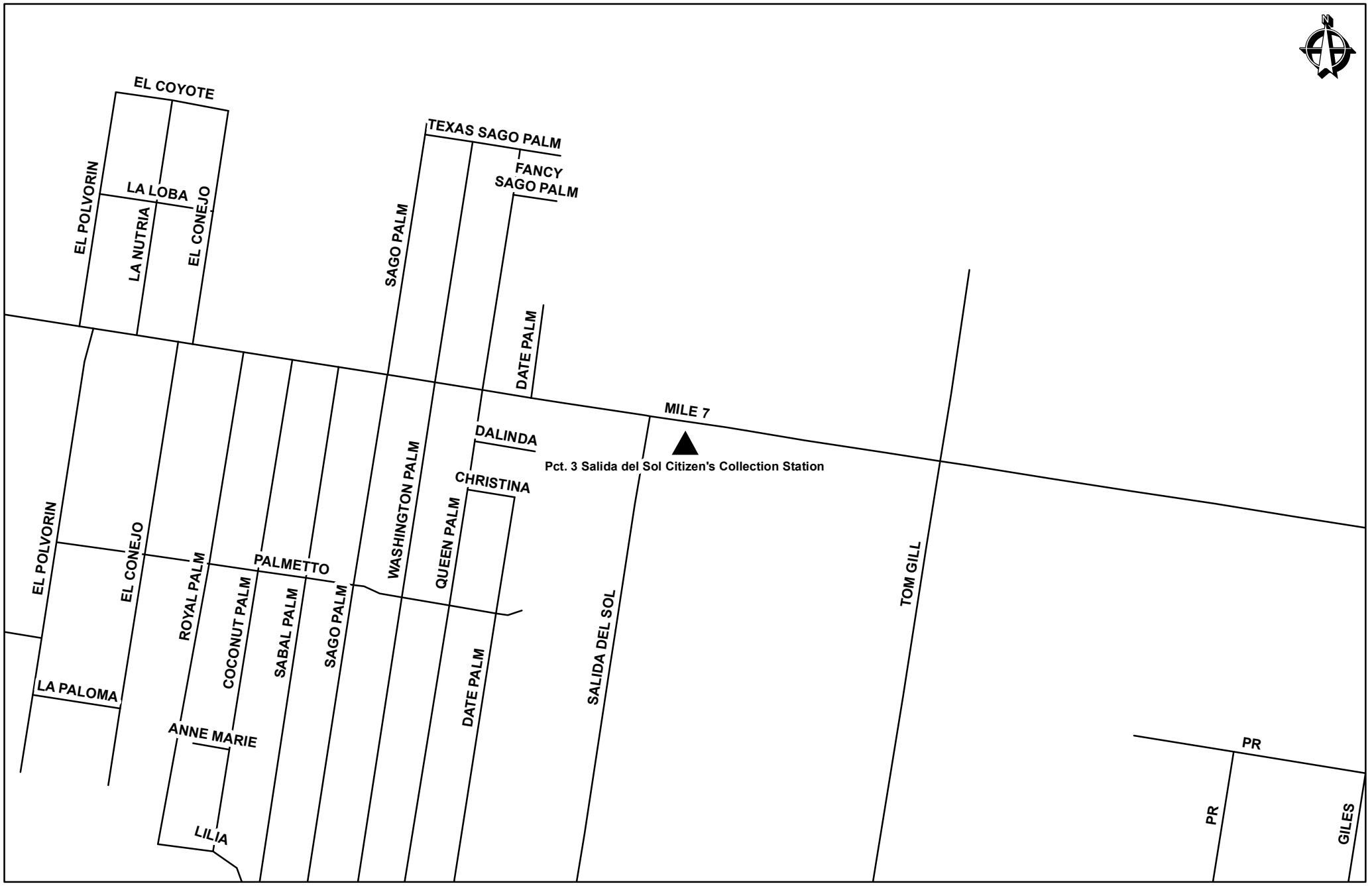
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 3 Citizen Collection Station in Salida del Sol Area





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 3 Salida del Sol Citizen's Collection Station

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us
Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

Salida del Sol CCS List of Adjacent Property Owners

Juan A. Salazar & Alicia Reyes
38405 Mile 7 N Road
Penitas, Texas 78576-8242

La Tienda del Pueblo
17533 Sabal Palm Drive, Suite 4
Penitas, Texas 78576-8462

Maria Azucena Camacho
8225 R Street
Mission, Texas 78574-6583

Gaudalupe & Maria del Carmen Cortez
524 Toni Drive
Palmhurst, Texas 78573-0845

**** Electronically Filed Document ****

Hidalgo County
Arturo Guajardo Jr.
County Clerk

Document Number: 2010-2093863
Recorded As : RECORDING ELECTRONIC

Recorded On:	**April 15, 2010**
Recorded At:	**04:01:59 pm**
Number of Pages:	**4**
Recording Fee:	**$24.00**

Parties:

Direct-
Indirect-

Receipt Number:	**1113752**
Processed By:	**MaryLou Cantu**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Charge to VLTC
GF: 119,492

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: **March 29, 2010**

Grantor: **LEOCADIA TREVINO AND HUSBAND, ANTONIO TREVINO**

Grantor's Mailing Address (including county): **16304 Northshore Dr.**
Channelview, Harris County, Texas 77530-4436

Grantee: **THE COUNTY OF HIDALGO**

Grantee's Mailing Address (including county): **2401 N. Moorefield Rd.**
Mission, Hidalgo County, Texas 78572

Consideration: **Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged**

Property (including any improvements):

All of Lot 6, SALIDA DEL SOL ESTATES SUBDIVISION, an Addition to the City of La Joya, Hidalgo County, Texas, according to the map recorded in Volume 32, Page 81, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: **NONE**

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. **Restrictive covenants as set forth in instrument recorded in Volume 32, Page 81, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.**

2. **Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Salida Del Sol Estates Subdivision, recorded in Volume 32, Page 81, Map Records of Hidalgo County, Texas.**

3. **Pipeline easement in favor of BNP Petroleum Corporation as shown by instrument dated January 22, 1998, filed January 26, 1998 under Document Number 650613, Official Records of Hidalgo County, Texas.**

4. **Utility easement in favor of La Joya Water Supply Corporation as shown by instrument dated April 12, 2007, filed June 20, 2007 under Document Number 1772975, Official Records of Hidalgo County, Texas. By instrument dated September 30, 2008, filed October 9, 2008 under Document Number 1935950, Official Records of Hidalgo County, Texas, said easement were assigned to Agua Special Utility District.**

5. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell and Lucile Mitchell to J.A. Gillett, dated September 25, 1934, recorded in Volume 2, Page 534, Oil and Gas Records of Hidalgo County, Texas.**

6. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell and wife,---- to Richard H. Browns, dated February 20, 1935, recorded in Volume 6, Page 547, Oil and Gas Records of Hidalgo County, Texas.**

7. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell and wife, Lucie D. Mitchell to Sun Oil Co., dated May 8, 1937, recorded in Volume 21, Page 288, Oil and Gas Records of Hidalgo County, Texas.**

8. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell to Jules B. Fox, dated September 4, 1946, recorded in Volume 69, Page 260, Oil and Gas Records of Hidalgo County, Texas.**

9. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by A.F. Mitchell to Glynn M. Johnson, dated October 1, 1946, recorded in Volume 69, Page 391, Oil and Gas Records of Hidalgo County, Texas.**

10. **Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated January 29, 1997, filed February 27, 1997 under Document Number 581482 and 581569, both in the Official Records**

of Hidalgo County, Texas. Amendment filed May 27, 1997 under Document Number 600630, Official Records of Hidalgo County, Texas.

11. **Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated April 30, 1997, filed May 27, 1997 under Document Number 600629, Official Records of Hidalgo County, Texas.**

12. **Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated August 5, 1997, filed August 8, 1997 under Document Number 615833, Official Records of Hidalgo County, Texas.**

13. **Terms, stipulations and conditions contained in Memorandum of Lease executed by Hemus, LTD to BNP Oil & Gas Properties, Ltd., dated January 15, 2003, filed January 22, 2003 under Document Number 1160040, Official Records of Hidalgo County, Texas.**

14. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by TLG Investments to BNP Oil and Gas Properties, Ltd., dated February 15, 2003, filed March 31, 2003 under Document Number 1182742, Official Records of Hidalgo County, Texas.**

15. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Bar B Oil & Gas Trust to BNP Oil and Gas Properties, Ltd., dated February 1, 2003, filed April 11, 2003 under Document Number 1187933, Official Records of Hidalgo County, Texas.**

16. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Hemus Ltd. to Chesapeake Exploration Limited partnership, dated April 26, 2007, filed May 23, 2007 under Document Number 1762050, Official Records of Hidalgo County, Texas.**

17. **Mineral and/or royalty reservation contained in deed dated February 20, 1981, recorded in Volume 1710, Page 415, Deed Records of Hidalgo County, Texas.**

18. **Mineral and/or royalty interest granted in deed dated June 30, 1998, filed July 2, 1998 under Document Number 690317, Official Records of Hidalgo County, Texas.**

19. **Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**

20. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

21. **Standby fees, taxes and assessments by any taxing authority for the year 2010, and subsequent years, the payment of which Grantee assumes.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Leocadia Trevino
LEOCADIA TREVINO

Antonio Trevino
ANTONIO TREVINO

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 04-01-, 2010 by **LEOCADIA TREVINO.**

Felix E Salinas
My Commission Expires
03/31/2013

Felix E Salinas
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 04-01, 2010 by **ANTONIO TREVINO.**

NOTARY PUBLIC - STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
Felix E Salinas
My Commission Expires
03/31/2013

AFTER RECORDING RETURN TO :
THE COUNTY OF HIDALGO
2401 N. Moorefield Rd.
Mission, Texas 78572

PREPARED IN THE LAW OFFICE OF:
L.G. 'JERRY' CANALES
217 W. Cano
Edinburg, Texas 78539
File No.: 119492

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Los Ebanos Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN**_____

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: Joe Flores

Title: Hidalgo County Precinct 3 Commissioner

Address: 724 North Breyfogle

City, State, Zip Code: Mission, Texas 78574

Phone Number: 956-585-4509

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel North on Los Ebanos Road from US 83 for approximately 8 miles. Site is on east side of Los Ebanos Road.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:	☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. Mailing Address:

City		State		ZIP		ZIP + 4	

11. Country Mailing Information *(if outside USA)*

12. E-Mail Address *(if applicable)*

13. Telephone Number ( ) -

14. Extension or Code

15. Fax Number *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*

17. TX State Franchise Tax ID *(11 digits)*

18. DUNS Number *(if applicable)*

19. TX SOS Filing Number *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ **Yes** ☐ **No**

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

****If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.**

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Los Ebanos Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*								
	City		**State**		**ZIP**		**ZIP + 4**	
25. Mailing Address:	724 North Breyfogle							
	P.O. Box 607							
	City	Mission	**State**	TX	**ZIP**	78574	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 585-4509		(956) 585-2375

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	1/4 mile south of Mile 7 North Road along Los Ebanos Road, Alton, Texas

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Alton	Hidalgo	TX	78573

37. Latitude (N) In Decimal:	26.31448		**38. Longitude (W) In Decimal:**	-98.32497	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

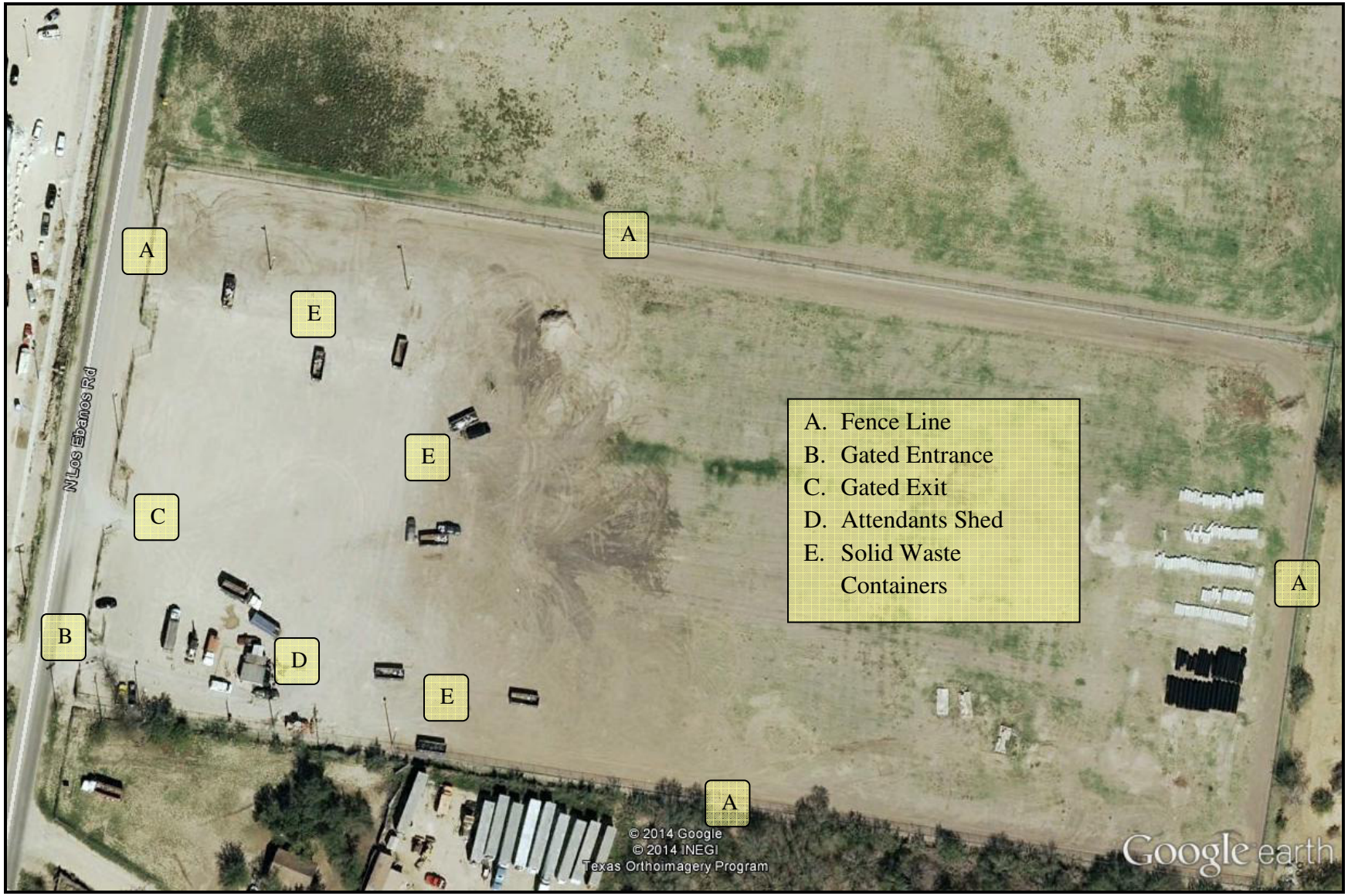
VEHICLES NOT ALLOWED

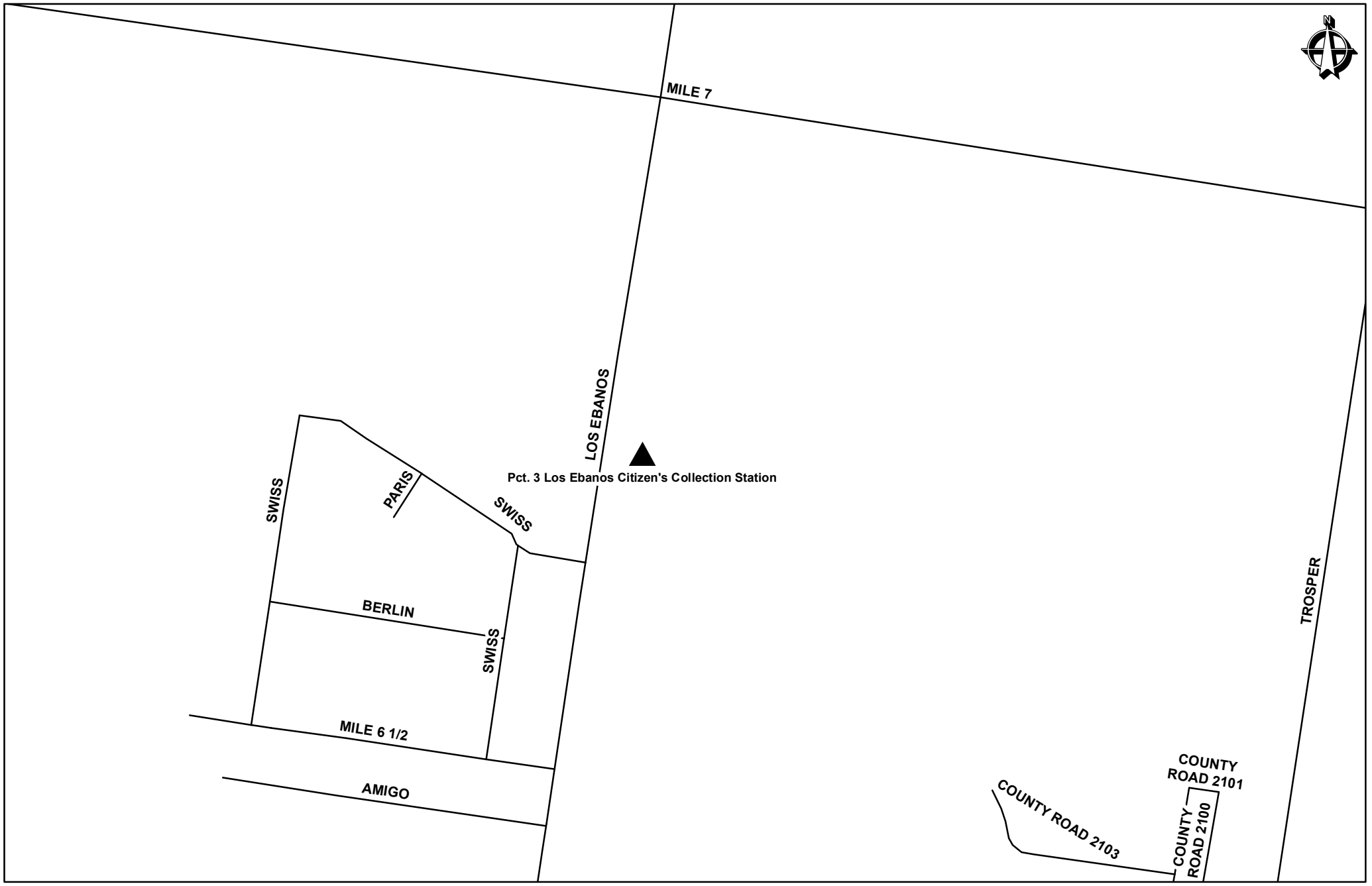
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 3 Citizen Collection Station on Los Ebanos Road near FM 2221





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 3 Los Ebanos Citizen's Collection Station

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us
Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

Los Ebanos CCS List of Adjacent Property Owners

Allen F. Mercado IV
Corazon G. Ajero Fam. LP
P.O. Box 1759
Edinburg, Texas 78540-1759

LDF Investments
221 North 10th Street
McAllen Texas 78501-4505

Israel & Maria Cristina Diaz
P.O. Box 2959
Edinburg, Texas 78540-2959

Irasema Gonzalez
5104 Gumwood Avenue
McAllen, Texas 78501-5471

Sequel Properties II Ltd.
11916 West Mile 7 Road
Mission, Texas 78573-1503

**** Electronically Filed Document ****

Hidalgo County
Arturo Guajardo Jr.
County Clerk

Document Number: 2007-1810864
Recorded As : RECORDING ELECTRONIC

Recorded On:	**September 28, 2007**
Recorded At:	**04:07:57 pm**
Number of Pages:	**4**
Recording Fee:	**$24.00**

Parties:

Direct-
Indirect-

Receipt Number:	**895838**
Processed By:	**Maura Torres**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Charge to: VLTC
GF#108815

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: August 10, 2007

Grantor: Leonel G. Bazan and wife, Maria N. Bazan

Grantor's Mailing Address:
1409 Samantha St.
Mission, Texas 78572

Grantee: Hidalgo County, Texas

Grantee's Mailing Address:
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):
See Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations From and Exceptions to Conveyance and Warranty:
Blanket easements, rules, regulations and rights in favor of United Irrigation District.

Easements, roads and reservations as shown on the map and dedication of West Addition Sharyland Subdivision, recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Right of way easement in favor of Southwestern Bell Telephone as shown by instrument dated August 12, 1986, recorded in Volume 2328, Page 708, Official Records of Hidalgo County, Texas.

Right of way easement in favor of Central Power and Light Company as shown by instrument dated October 4, 1949, recorded in Volume 698, Page 280, Deed Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Jo Ann Lasley and husband, Claude D. Lasley to Clayton Williams, Jr. dated April 27, 1984, recorded in Volume 1987, Page 754, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Jo Ann Lasley to Smith Production, Inc., dated February 21, 2006, filed June 7, 2006 under Document Number 1625006, Official Records of Hidalgo County, Texas.

All oil, gas and other minerals have been heretofore reserved by prior grantors and/or predecessors in title as set forth in Deed dated July 15, 2005, filed August 8, 2005 under Document Number 1506431, Official Records of Hidalgo County, Texas.

Water Service Agreement in favor of Sharyland Water Supply Corporation, a Texas Corporation as shown by instrument dated July 5, 2005, filed July 6, 2005 under Document No. 1492988, Official Records of Hidalgo County, Texas.

Standby fees, taxes and assessments by any taxing authority for the year 2007 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to

conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

Leonel G. Bazan

Maria N. Bazan

ACKNOWLEDGMENT

This instrument was acknowledged before me on 9-26, 2007, by Leonel G. Bazan and Maria N. Bazan.

SANJUANITA MONCADA
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-16-2008

Notary Public

PREPARED IN THE OFFICE OF:
King, Guerra, Davis & Garcia
P.O. Box 1025
Mission, Texas 78573

AFTER RECORDING RETURN TO:
Hidalgo County, Texas
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
31,796

EXHIBIT "A"

A tract of land containing 19.09 acres situated in Hidalgo County, Texas and also being a part or portion of Lot 48-3, WEST ADDITION TO SHARYLAND SUBDIVISION, map reference: Volume 1, Pages 56, H.C.M.R., and said 19.09 acres of land also being a part or portion of a 30.0 acre tract deeded to Leonel G. Bazan and wife Maria N. Bazan, recorded in Document No. 1506431, H.C.D.R., and said 19.09 acres of land also being more particularly described as follows;

BEGINNING on cotton picker spindle found in the right-of-way of Los Ebanos Road, the southwest corner of said

Bazan tract and the southwest corner of said Lot 48-3, for the southwest corner of this tract and the POINT OF BEGINNING;

THENCE N 08° 50' 00" E, along the right-of-way of said Los Ebanos Road and West line of said Lot 48-3, a distance of 440.00 feet to a nail set, for the western most northwest corner of this tract;

THENCE S 81 ° 10' 00" E, at a distance of 20.00 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East right-of-way line of said Los Ebanos Road, continuing a total distance of 540.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for an inside of this tract;

THENCE N 08° 50' 00" E, at a distance of 845.00 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the existing South right-of-way of Mile 7 North Road, continuing a total distance of 880.00 feet to a nail set on the North line of said Lot 48-3, for the northern most northwest corner of this tract;

THENCE S 81 degrees 10' 00" E, along the North line of said Lot 48-3, a distance of 450.00 feet to a cotton picker spindle set on the northwest corner of a tract deeded to Maria Cristina Diaz, recorded in Document No. 1171537, H.C.D.R., for the northeast corner of this tract;

THENCE S 08 degrees 50' 00" W, along the West line of said Diaz tract, at a distance of 35.00 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South right-of-way line of said Mile 7 North Road, and continuing a total distance of 1320.00 feet to an iron pipe found on the South line of said Lot 48-3, for the southeast corner of this tract;

THENCE N 81 degrees 10' 00" W, along the South line of said Lot 48-3, at a distance of 970.00 feet pass an iron rod found on the East right-of-way line of said Los Ebanos Road, and continuing a total distance of 990.00 feet to the POINT OF BEGINNING.

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Davis Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN**_____

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: Joseph Palacios

Title: Hidalgo County Precinct 4 Commissioner

Address: 1051 North Doolittle Road

City, State, Zip Code: Edinburg, TX 78542

Phone Number: 956-383-3112

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel North on Highway 281 from US 83 . Take Davis Road exit. Turn East and travel approximately 3.7 miles to intersection with Terry Road. Site is north west of intersection.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ

TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:			
☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A	
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)*

12. E-Mail Address *(if applicable)*

13. Telephone Number ( ) -

14. Extension or Code

15. Fax Number *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*	17. TX State Franchise Tax ID *(11 digits)*	18. DUNS Number *(if applicable)*	19. TX SOS Filing Number *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Davis Road Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*	6055 E. Davis Road							
	City	Edinburg	**State**	TX	**ZIP**	78542	**ZIP + 4**	
25. Mailing Address:	6055 E. Davis Road							
	City	Edinburg	**State**	TX	**ZIP**	78542	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 383-3112		(956) 381-5905

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Brush Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Intersection of Davis and Terry Roads,

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Edinburg	Hidalgo	TX	78542

37. Latitude (N) In Decimal:			**38. Longitude (W) In Decimal:**		
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
26	21	06	98	05	21

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

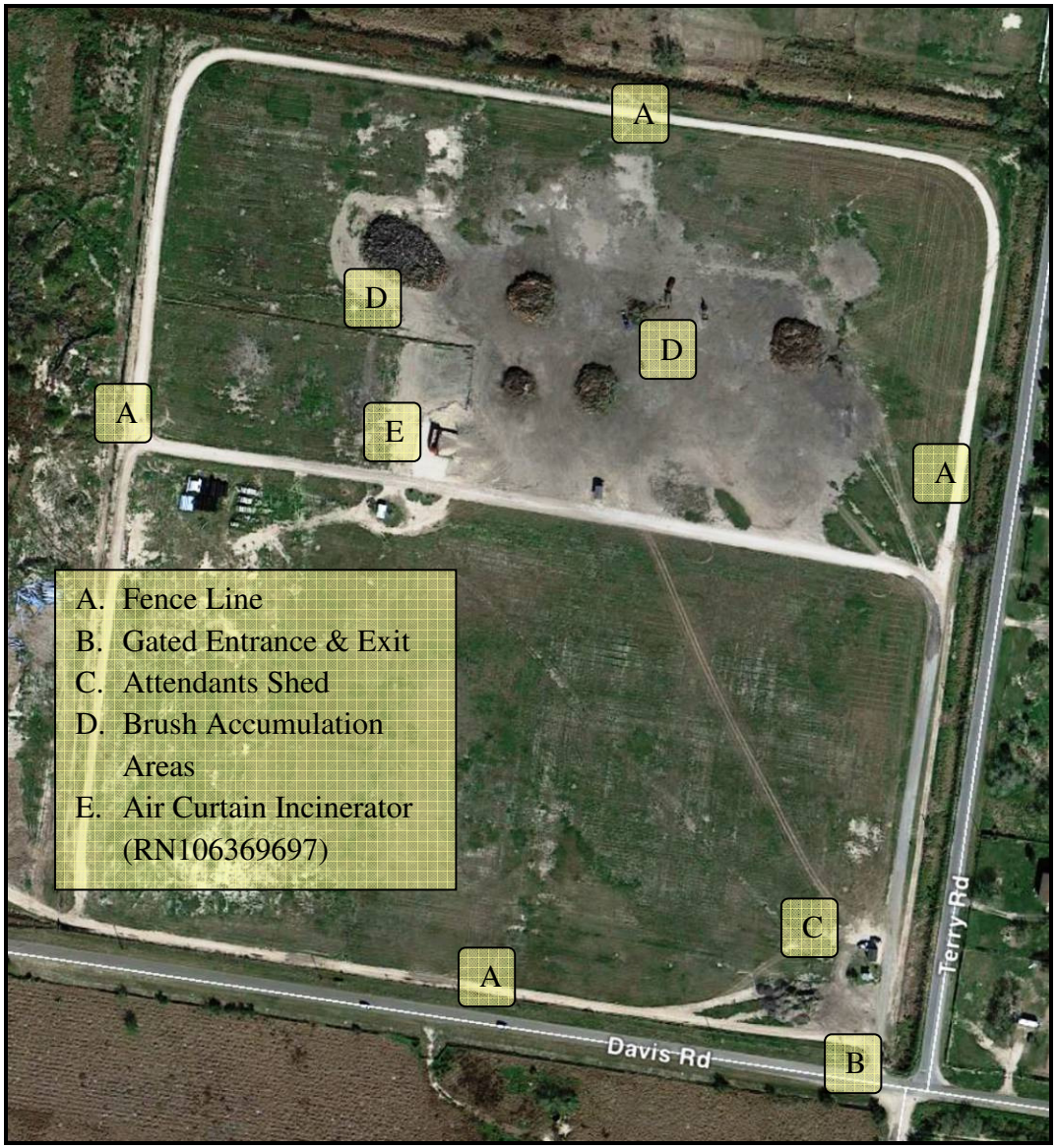
VEHICLES NOT ALLOWED

- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

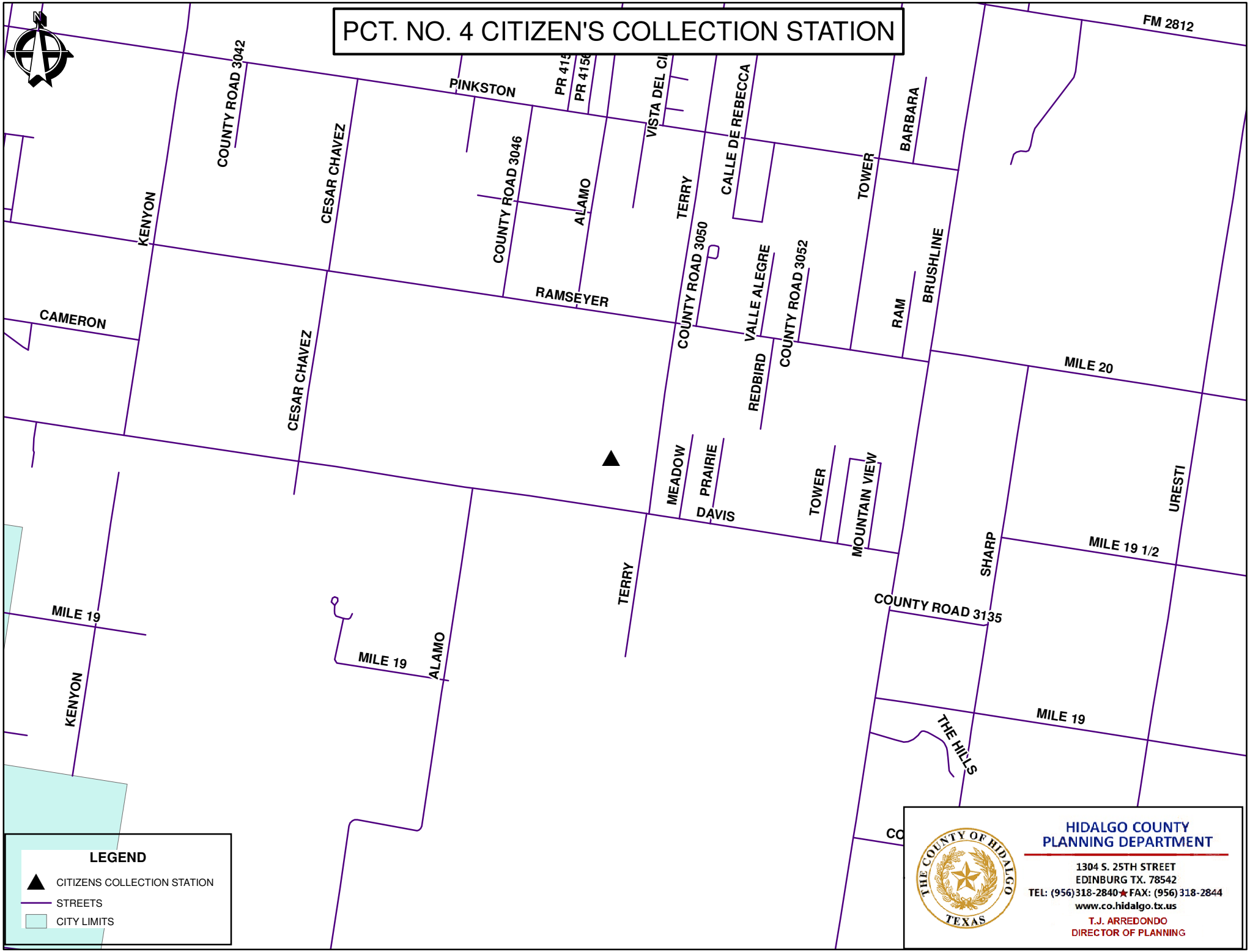
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NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 4 Citizen Collection Station- Brush Collection Site at Davis and Terry Roads



PCT. NO. 4 CITIZEN'S COLLECTION STATION



HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us

T.J. ARREDONDO
DIRECTOR OF PLANNING

Davis CCS List of Adjacent Property Owners
Page 1 of 2

US Fish & Wildlife Service
PO Box 1306
Albuquerque, New Mexico 78537-51287103-1306

Guadalupe Galvan
5120 N. Terry Road
Edinburg, Texas 78542-6202

Hidalgo County
PO Box 1356
Edinburg, Texas 78540-1356

Ricardo M. Rodriguez
6503 Doolittle Road
Edinburg, Texas 78542-4886

Dennis H Sarrge
PO Box 113
Charlotte, Texas 78011-0113

Paula de la Fuente Perez
5412 N. Terry Road
Edinburg, Texas 78542-0752

Victor Yanez
c/o Josefina Rivera
1610 Pullin Avenue
San Juan. Texas 78589-3907

Carmelo Uribe
16324 Good Avenue
Fort Lupton, Colorado 80621-4741

Jorge & Mayte Vazquez
10836 W. Monte Cristo
Edinburg, Texas 78541

Davis CCS List of Adjacent Property Owners
Page 2 of 2

Delfina Caseres
PO Box 2597
Edinburg, Texas 78540-2592

Reynaldo Gonzales Jr.
705 25 ½ Suite E
McAllen, 78501-7705

Ediberto Garza
5910 Hummingbird Lane
Edinburg. Texas 78542

Maria Sara & Maria S. Reyes Verdin
5914 Hummingbird Lane,
Edinburg, Texas 78542-2379

Miguel Garcia Luna
6008 Ramseyer Road
Edinburg, Texas 78542

Fidelita Q. Lozano
6006 Hummingbird Lane
Edinburg, Texas 78542-2380

Enedelia De La Cruz
6010 Hummingbird Lane
Edinburg, Texas 78542-2380

Santiago Tobias Rivera
6014 Hummingbird Lane
Edinburg, Texas 78542-2380

Santa Cruz Irrigation District #15
PO Box 599
Edinburg, Texas 78540-0599

42

WARRANTY DEED

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2[illegible]2958

Date: October 11, 1991

Grantor: PENA-AYALA LANDFILL, a Texas General partnership composed of MATIAS PENA, JR., RODRIGO AYALA and HIDALGO COUNTY DISPOSAL CO., a Texas Corporation, formerly PENA-AYALA, a Texas General Partnership

Grantor's Mailing Address (including county): Rt. 3, Box 66
Edinburg, Hidalgo County, Texas 78539

Grantee: COUNTY OF HIDALGO

Grantee's Mailing Address (including county): P.O. Box 1356
Edinburg, Hidalgo County, Texas 78539

Consideration: TEN AND NO/100 DOLLARS and other valuable consideration

Property (including any improvements): All of Lots 9-14, Block 42, Lots 1-7, and 10-18, Block 43, SANTA CRUZ GARDENS UNIT NO. 2, Hidalgo County, Texas, according to the amended map recorded in Volume 8, Pages 28-29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, TOGETHER with (i) any and all improvements located thereon, if any, and (ii) all right, title and interest of Grantor, if any, in and to any and all roads, streets, alleys and ways affecting crossing, fronting or bounding said real property. Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interest described in (i) and (ii) directly above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest, if any, in and to same without warranty, whether statutory, express or implied.

Reservations from and Exceptions to Conveyance and Warranty:

A. SAVE AND EXCEPT any portion of the above described property lying within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto, except that Grantor conveys any of Grantor's right, title and interest, if any, in and to same without warranty (whether statutory, express or implied).

B. SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved by prior grantors as set forth in Deeds dated February 28, 1946, recorded in Volume 576, Page 603 and dated April 19, 1973, recorded in Volume 1382, Page 834, both in the Deed Records of Hidalgo County, Texas. (Lot 9, Block 42)

C. SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved by prior grantors except 1/8 of the usual and customary 1/8 royalty on said oil, gas and other minerals, said royalty interest being non-participating as to lease money, bonuses, delay rentals as set forth in Deed dated March 20, 1946, recorded in Volume 587, Page 361, Deed Records of Hidalgo County, Texas. (Lots 10-14, Block 42)

D. SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved by prior grantors as set forth in Deeds dated March 8, 1946, recorded in Volume 587, Page 473 and dated April 19, 1973, recorded in Volume 1382, Page 834, both in the Deed Records of Hidalgo County, Texas. (All of Lots 1, 2, and the West 2 acres of Lot 3, Block 43)

E. SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved by prior grantors except 1/8 of the usual and customary 1/8 royalty on said oil, gas and other minerals, said royalty interest being non-participating as to lease money, bonuses, delay rentals as set forth in Deed dated April 28, 1950, recorded in Volume 690, Page 25, Deed Records of Hidalgo County, Texas. (The East 8 acres of Lot 3 and all of Lots 4 and 5, Block 43)

F. SAVE AND EXCEPT all oil, gas and other minerals which have been heretofore reserved by prior grantors as

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FILED FOR RECORD

'91 OCT 11 PM 5 13

WILLIAM BILLY LEO
COUNTY CLERK
HIDALGO COUNTY TEXAS

8305838

HIDALGO COUNTY DISPOSAL CO.,
a Texas Corporation, Partner

By: _____
Bert F. Elsey, Jr. President

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(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 11th day of October, 1991, by MATIAS PENA, JR. and RODRIGO AYALA, partners, on behalf of PENA-AYALA LANDFILL, a partnership.

S. R. SCOTT
Notary Public, State of Texas
My Comm. Expires May 24, 1993

_____
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 11th day of October, 1991, by Bert F. Elsey, Jr., President of HIDALGO COUNTY DISPOSAL COMPANY, a Texas Corporation, on behalf of said corporation, and the corporation acknowledged this instrument as partner on behalf of PENA-AYALA LANDFILL, a partnership.

S. R. SCOTT
Notary Public, State of Texas
My Comm. Expires May 24, 1993

_____
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:
COUNTY OF HIDALGO
P.O. Box 1356
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICE OF:
L. G. "JERRY" CANALES
123B East McIntyre
Edinburg, Texas 78539

CHARGE TO
EDWARDS ABSTRACT & TITLE CO.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

CESAR A. PUESAN

NERCY F. PUESAN

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 11th day of October, 1991, by **CESAR A. PUESAN AND NERCY F. PUESAN.**

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

CARLA E. JEVNE
Notary Public,
State of Texas
My Comm. Exp. 8-12-95

Hidalgo Abst #3711

AFTER RECORDING RETURN TO:

GODOFREDO HURTADO CRUZ
Rt. 7, Box 311
Edinburg, TX 78539
GF# 91888

PREPARED IN THE LAW OFFICES OF:
HENRICHSON & LEWIS
P.O. BOX 1258/100 EBONY LANE
EDINBURG, TEXAS 78540-1258

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: San Manuel Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN**_____

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: Joseph Palacios

Title: Hidalgo County Precinct 4 Commissioner

Address: 1051 North Doolittle Road

City, State, Zip Code: Edinburg, TX 78542

Phone Number: 956-383-3112

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel North on Highway 281 from US 83 . Take Highway 186 exit. Turn East on Highway 186 for approximately ¼ of a mile. Site is on south side of Highway 186.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:			
☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A	
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* *If new Customer, enter previous Customer below* *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)*

12. E-Mail Address *(if applicable)*

13. Telephone Number ( ) -

14. Extension or Code

15. Fax Number *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)*	17. TX State Franchise Tax ID *(11 digits)*	18. DUNS Number *(if applicable)*	19. TX SOS Filing Number *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

San Manuel Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*								
	City		**State**		**ZIP**		**ZIP + 4**	
25. Mailing Address:	1051 North Doolittle							
	City	Edinburg	**State**	TX	**ZIP**	78542	**ZIP + 4**	

26. E-Mail Address:		
27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 383-3112		(956) 381-5905

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Approximately 1/4 mile east of U.S. 281 along the south side of Highway 186

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Edinburg	Hidalgo	TX	78542

37. Latitude (N) In Decimal:	26.55529	**38. Longitude (W) In Decimal:**	098.11867

Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

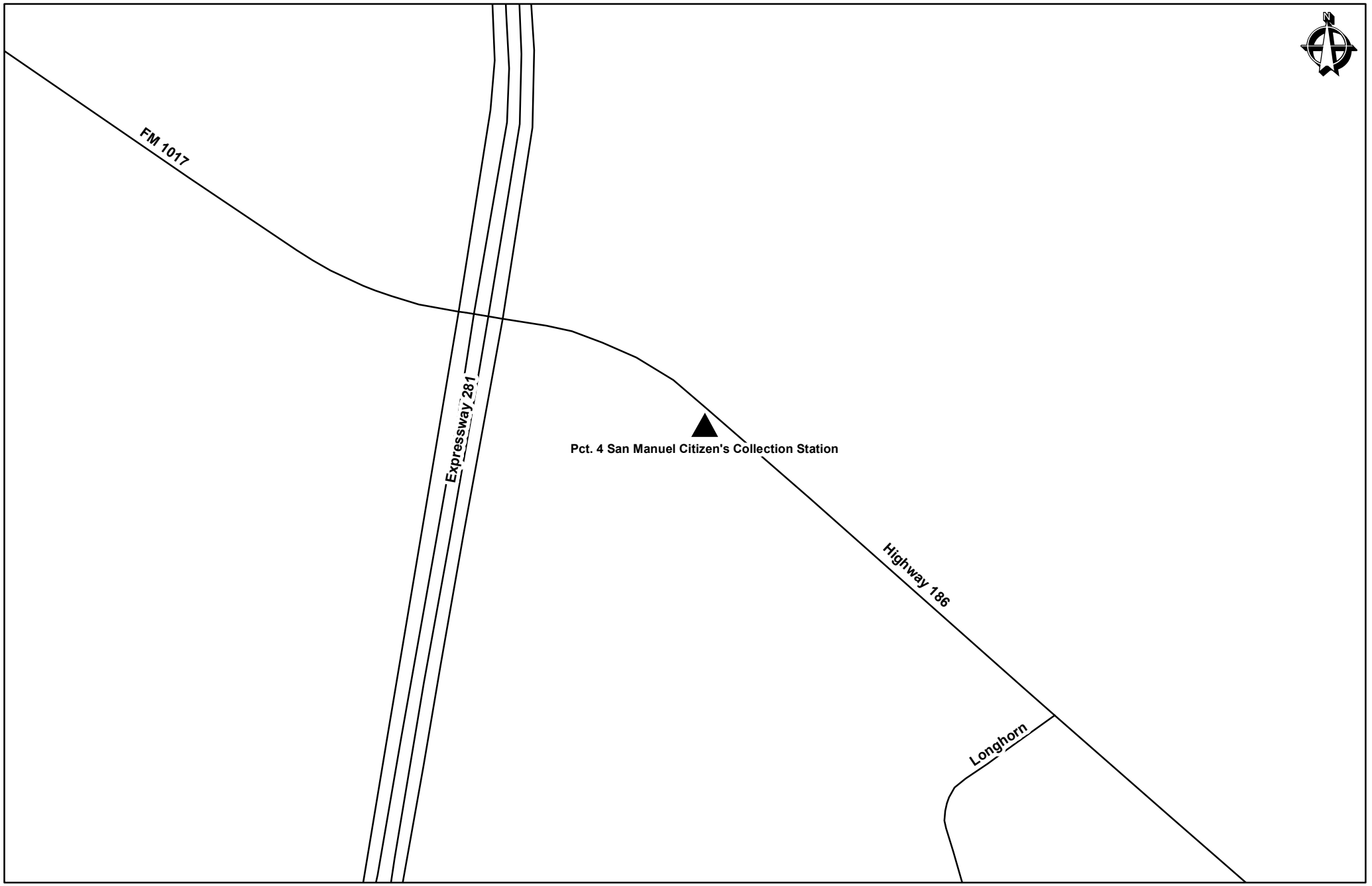
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 4 Citizen Collection Station in Linn-San Manuel Area





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 4 San Manuel Citizen's Collection Station

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us
Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

San Manuel CCS List of Adjacent Property Owners

Leonel Gonzalez
3914 E. Curve Road
Edinburg, Texas, 78542-5586

LPJ Family Limited Partnership
36080 N. Expressway 281
Edinburg, Texas 78542-2812

San Manuel Properties LLC
2105 Remington Avenue
Edinburg, Texas 78539-3931

Recorded On-2013-Mar-20 As-2393843

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2013 02393843

Instrument Number: 2013-2393843

As

Recorded On: March 20, 2013 **Recording - No Fee**

Parties:

To

Number of Pages: 6

Comment: GEN. WARR. DEED

**** Examined and Charged as Follows: ****

Recording - No Fee	0.00
Total Recording:	**0.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-2393843
Receipt Number: 1344770
Recorded Date/Time: March 20, 2013 02:45P

User / Station: E Castillo - Cash Station 17

Record and Return To:

COMMISSIONER, PRECINCT NO. 4
1051 N. DOOLITTLE ROAD
EDINBURG TX 78542

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Recorded On-2013-Mar-20 As-2393843

2393843

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: March 1, 2013

Grantor: LPJ Family Limited Partnership, Luis Flores, III, joined proforma by my spouse, Dora Flores, Patricia Lamar De Los Santos, joined proforma by my spouse, Michael De Los Santos, and Jaime Javier Flores, joined proforma by my spouse, Melissa Flores.

Grantor's Mailing Address:

LPJ Family Limited Partnership
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

Luis Flores, III and Dora Flores
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

Patricia Lamar De Los Santos and Michael De Los Santos
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

Jaime Javier Flores and Melissa Flores
36080 N. US Highway 281
Edinburg, TX 78542
Hidalgo County

Grantee: County of Hidalgo, Texas

Grantee's Mailing Address:

c/o Hidalgo County Judge, Ramón Garcia
1615 S. Closner Ste. J
Edinburg, Texas 78539
Hidalgo County

Consideration:

Intended use: Grantor is conveying the property to Grantee with the understanding that it will be used for the establishment of a multipurpose facility to be used for emergency services, including but not limited to a facility for the establishment of a fire fighting department and ambulance services and for the storage of related equipment and supplies necessary to provide an emergency response to the community.

Recorded On-2013-Mar-20 As-2393843

Property (including any improvements):
A 2.50 acre tract of land, out of Lot 2 of the CSM#1 Subdivision, Hidalgo County, Texas as per amended map recorded in Volume 46, Page 100 Map Records of Hidalgo County, Texas, said 2.50 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found at the Southeast corner of Lot 2, THENCE North 08° 37' 00" East, with the East line of said Lot 2, a distance of 469.51 feet; THENCE North 81° 23' 00" West, a distance of 145.44 feet to a ½ " iron rod set for the Southeast corner of this tract of land and the POINT OF BEGINNING;

THENCE North 81° 23' 00" West, a distance of 294.06 feet to a ½" iron rod set for the Southwest corner of this tract of land;

THENCE North 08° 37' 00" East, a distance of 436.02 feet to a ½" iron rod set at the South right-of-way line of S.H. 186 for the Northwest corner of this tract of land;

THENCE with said South right-of-way being a curve to the right having a Radius of 1860.10 feet, a Delta Angle of 10° 05' 28", an and Arc Length of 327.61 feet to a ½" iron rod set for the Northeast corner of this tract of land;

THENCE South 08° 37' 00" West, a distance of 292.56 feet to the POINT OF BEGINNING, containing 2.50 acres of land more or less, **SAVE AND EXCEPT** for Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Reservation to Conveyance:
Right of Reverter: Grantor retains the right of reverter, i.e. the right to have the title revert to the Grantor, upon the happening of any of the following situations:

1. Where the property is used for any purpose other than the establishment, housing and training of a fire department and/or emergency services for the San Manuel area, and may NOT be sold;
2. In the event that, construction of the necessary buildings, are not commenced within two (2) years and they are not substantially completed within three (3) years from the date of this conveyance; and
3. The area and the facilities located thereon shall be named in the honor of Luis Flores, Jr.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

LPJ Family Limited Partnership
A Texas Limited Partnership
By: VIFlores, LLC
A Texas Limited Liability Company

By: Vicky I. Flores, Member Manager

Luis Flores, III

Dora Flores

Patricia Lamar De Los Santos

Michael De Los Santos

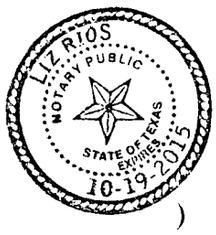
Jaime Javier Flores

Melissa Flores

Recorded On-2013-Mar-20 As-2393843

STATE OF TEXAS)
COUNTY OF HIDALGO)

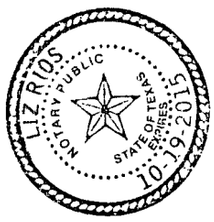
This instrument was acknowledged before me on March 1, 2013, by Vicky I. Flores as Manager Member of VIFlores, LLC on behalf of LPJ Limited Partnership, a Texas Limited Partnership.



Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HIDALGO)

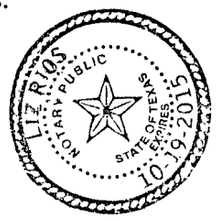
This instrument was acknowledged before me on March 6, 2013, by Luis Flores, III.



Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HIDALGO)

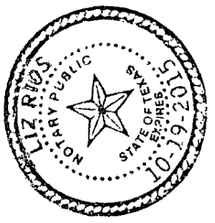
This instrument was acknowledged before me on March 6, 2013, by Dora Flores.



Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 6, 2013, by Patricia Lamar De Los Santos.



Notary Public, State of Texas

Recorded On-2013-Mar-20 As-2393843

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 6, 2013, by Michael De Los Santos.

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 6, 2013, by Jaime Javier Flores.

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 6, 2013, by Melissa Flores.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF AND
AFTER RECORDING RETURN TO:
DENNIS E HENDRIX
Attorney at Law
200 N. 12th St., Ste. 202
Edinburg, Texas 78541
Tel: (956) 381-8495/Fax: (956) 381-4435

TCEQ MSW No. (if known): _____

Texas Commission on Environmental Quality
Municipal Solid Waste

Notice of Intent to Operate a Citizens' Collection Station

Instructions: Please fill out all sections. Use additional paper if necessary. If something is not applicable, please mark NA and explain why it is not applicable unless otherwise noted. All forms (initial notification, TCEQ Core Data Forms, and revisions) must be submitted at least in duplicate, with one copy going directly to the TCEQ Region Office for your county.

Applicant Information

Applicant Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If you do not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Facility Information

Facility Name: Doolittle Citizen Collection Station

Regulated Entity Reference Number – if known (9 digits): **RN**_____

If the facility does not have a Regulated Entity Reference Number, complete the regulated entity information section of the Core Data Form TCEQ-10400 and submit that form with this application.

Property Owner Information

Name: Hidalgo County

Customer Reference Number – if known (9 digits): **CN600753990**

If the property owner does not have a Customer Reference Number, complete the customer information section of the Core Data Form TCEQ-10400 and submit that form with this application. If you are not the property owner, please provide a Core Data Form filled out by the property owner of record.

Operator Contact Information

Name: Joseph Palacios

Title: Hidalgo County Precinct 4 Commissioner

Address: 1051 North Doolittle Road

City, State, Zip Code: Edinburg, TX 78542

Phone Number: 956-383-3112

General Information

Expected Start Date: Station was opened prior to March 27, 2006 when notification requirements became effective.

Operator on Site? ☒ YES ☐ NO

Minimum Waste Removal Frequency from Facility
(if collecting putrescibles, must be at least once per week) Several times during work week.

Name of Landfill at which Waste will be Disposed, and TCEQ Permit Number

Landfill Name: City of Edinburg Landfill Permit Number: MSW-956B

TCEQ Core Data Form

Please provide a TCEQ Core Data Form(s) with facility and customer information as an attachment to this application.

Site Location

Within a 100-year floodplain?	☐ YES	☒ NO
Within a Wetland?	☐ YES	☒ NO
Within Critical Habitat of Endangered or Threatened Species?	☐ YES	☒ NO
Site will manage run-on and runoff of peak discharge of the 25 year rainfall event?	☒ YES	☐ NO

1. Provide a description of how to get to the site from an intersection of major interstate or state roadways:
   Travel North on Highway 281 from US 83 . Take Richardson exit. Turn East on Richardson for approximately ¾ of a mile then turn North on Doolittle for a ½ mile. Site is on East side of Doolittle at Precinct 4 office.

2. Provide an attachment with the information in the following list:
   a. A legible city or county roadway map with the site shown and labeled.
   b. A list of adjacent property owners and their mailing addresses.

Type of Wastes Accepted

List the types of wastes that may be accepted: See Attachment A

Types of Wastes Prohibited

List the types of wastes that are prohibited: See Attachment A

Screening Procedures for Excluding Prohibited Waste

Please describe screening procedures for excluding prohibited waste: See Attachment A

Operation Process

Please briefly describe the operation process: See Attachment A

Containers

Containers closed or covered?	☐ YES	☒ NO
Leakproof, durable, and designed for safe handling and easy cleaning?	☒ YES	☐ NO
Nonreusable containers?	☐ YES	☒ NO
If yes to nonreusable containers, are they of sufficient strength to minimize animal scavenging or rupturing?	☐ YES	☐ NO
Reusable containers?	☒ YES	☐ NO
Reusable containers clean?	☒ YES	☐ NO
Reusable containers create a nuisance?	☐ YES	☒ NO

Additional Requirements

1. The owner or operator is required to post rules governing the use of the facility. The rules must include who may use the facility, what may or may not be accepted, etc.

2. The owner or operator must post operating hours on the sign.

3. Sharps may be collected if they are only from single family or multi-family dwellings, hotels, motels, or other establishments and if they are not considered medical waste as defined in §330.3

4. Manually emptied reusable containers must be capable of being serviced without the collector coming into contact with the waste.

5. Mechanically handled containers must be designed to prevent spills or leaks during storage, handling or transport.

6. The facility must be maintained in a sanitary condition.

7. Please provide a drawing (see attached example) of the layout of the collection station (i.e. where bins are located, etc).

Closure Plan

In accordance with 30 TAC §330.21, owner or operator must perform closure activities as soon as the facility ceases to accept waste. The owner or operator will initiate closure activities as specified by 30 TAC Chapter 330, Subchapter K. The owner or operator will perform the following:

1. The executive director shall be notified 90 days prior to closure of the facility.

2. The owner or operator will remove all waste, waste residues, and any recovered materials. Facility units shall either be dismantled and removed off-site or decontaminated.

3. The owner or operator will evacuate all material on-site (feedstock, in process, and processed) to an authorized facility and disinfect all tipping areas, processing areas, and post-processing areas.

4. If there is evidence of a release from a municipal solid waste unit, the executive director may require an investigation into the nature and extent of the release and an assessment of measures necessary to correct an impact to groundwater.

Detail any additional information to ensure compliance with closure requirements for the facility:

_____

_____

_____

_____

_____

_____

List of Included Attachments

Updated/Revised Core Data Form TCEQ-10400	☒ YES	☐ NO
Legible county roadway map with site shown and labeled	☒ YES	☐ NO
Property lease or ownership information	☒ YES	☐ NO
Adjacent property owners list with mailing addresses	☒ YES	☐ NO

Other Authorizations

Please note, the owner or operator of this facility must acquire all applicable air and wastewater authorizations.

Compliance Advisory

Failure to comply with the requirements of 30 TAC Chapter 330 or any other applicable regulations, statutes, or ordinances may result, if the executive director so directs, in the owner or operator having to cease waste operations. The executive director may direct the owner or operator to apply for a permit or registration for the continued operation as a municipal solid waste facility under the provisions of 30 TAC Chapter 330.

Property Owner's Affidavit (30 TAC §330.11(a))

The owner of the property must sign the following statement:

1. I acknowledge that the State of Texas may hold the property owner of record either jointly or severally responsible for the operation, maintenance, and closure or post-closure care of the facility.

2. I acknowledge that the facility owner or operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance.

_____ _____

Signature of Owner *Date*

Applicant's Statement

The applicant (owner or operator) must sign the following statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." [30 TAC §305.44(b)]

_____ _____

Signature of Applicant *Date*

_____

Printed Name

_____

Title

Submitting an Application

This form is required by 30 Texas Administrative Code §330.11(a) and §330.11(e)(1), and must be submitted prior to start up for citizens' collection stations. Owners/operators are required to meet the provisions set forth in 30 TAC Chapter 330 Subchapter C, Subchapter E, 30 TAC §330.303, §330.459, §330.461, §330.547, §330.551, §330.553, and the reporting requirements of §330.675.

Subsequent forms shall be submitted to update or change any information within 90 days of the effective date of the change.

If you have any questions, please contact the TCEQ Municipal Solid Waste Permits Section at (512) 239-2334.

Please submit this completed form and one or more Core Data Form(s) (form TCEQ-10400) to:

Municipal Solid Waste Permits Section MC 124
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission *(If other is checked please describe in space provided)*

☒ New Permit, Registration or Authorization *(Core Data Form should be submitted with the program application)*

☐ Renewal *(Core Data Form should be submitted with the renewal form)* ☐ Other

2. Attachments **Describe Any Attachments:** *(ex. Title V Application, Waste Transporter Application, etc.)*

☒Yes ☐No — Notice of Intent to Operate a Citizens' Collection Station

3. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	4. Regulated Entity Reference Number *(if issued)*
CN 600753990		RN

SECTION II: Customer Information

5. Effective Date for Customer Information Updates (mm/dd/yyyy)

6. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check only one of the following:*

☐Owner ☒ Operator ☐ Owner & Operator
☐Occupational Licensee ☐ Responsible Party ☐ Voluntary Cleanup Applicant ☐Other: _____

7. General Customer Information

☐ New Customer ☐ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐Change in Legal Name (Verifiable with the Texas Secretary of State) ☒ No Change**

If "No Change" and Section I is complete, skip to Section III – Regulated Entity Information.

8. Type of Customer:	☐ Corporation	☐ Individual	☐ Sole Proprietorship- D.B.A
☐ City Government	☐ County Government	☐ Federal Government	☐ State Government
☐ Other Government	☐ General Partnership	☐ Limited Partnership	☐ Other:

9. Customer Legal Name *(If an individual, print last name first: ex: Doe, John)* — *If new Customer, enter previous Customer below* — *End Date:*

10. Mailing Address:

City	State	ZIP	ZIP + 4

11. Country Mailing Information *(if outside USA)* — **12. E-Mail Address** *(if applicable)*

13. Telephone Number ( ) - — **14. Extension or Code** — **15. Fax Number** *(if applicable)* ( ) -

16. Federal Tax ID *(9 digits)* — **17. TX State Franchise Tax ID** *(11 digits)* — **18. DUNS Number** *(if applicable)* — **19. TX SOS Filing Number** *(if applicable)*

20. Number of Employees

☐ 0-20 ☐ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

21. Independently Owned and Operated?

☐ Yes ☐ No

SECTION III: Regulated Entity Information

22. General Regulated Entity Information *(If 'New Regulated Entity" is selected below this form should be accompanied by a permit application)*

☒ New Regulated Entity ☐ Update to Regulated Entity Name ☐ Update to Regulated Entity Information ☐ No Change** *(See below)*

If "NO CHANGE" is checked and Section I is complete, skip to Section IV, Preparer Information.

23. Regulated Entity Name *(name of the site where the regulated action is taking place)*

Doolittle Citizen Collection Station

24. Street Address of the Regulated Entity: *(No P.O. Boxes)*	1051 North Doolittle							
	City	Edinburg	**State**	TX	**ZIP**	78542	**ZIP + 4**	
25. Mailing Address:	1051 North Doolittle							
	City	Edinburg	**State**	TX	**ZIP**	78542	**ZIP + 4**	
26. E-Mail Address:								

27. Telephone Number	**28. Extension or Code**	**29. Fax Number** *(if applicable)*
(956) 383-3112		(956) 381-5905

30. Primary SIC Code (4 digits)	**31. Secondary SIC Code** (4 digits)	**32. Primary NAICS Code** (5 or 6 digits)	**33. Secondary NAICS Code** (5 or 6 digits)
4953			

34. What is the Primary Business of this entity? *(Please do not repeat the SIC or NAICS description.)*

Citizen Collection Station

Questions 34 – 37 address geographic location. Please refer to the instructions for applicability.

35. Description to Physical Location:	Travel North on Highway 281 from US 83 . Take Richardson exit. Turn East on Richardson for approximately ¾ of a mile then turn North on Doolittle for a ½ mile. Site is on East side of Doolittle at Precinct 4 office.

36. Nearest City	**County**	**State**	**Nearest ZIP Code**
Edinburg	Hidalgo	TX	78542

37. Latitude (N) In Decimal:	26.30718	**38. Longitude (W) In Decimal:**	098.13310

Degrees	Minutes	Seconds	Degrees	Minutes	Seconds

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form or the updates may not be made. If your Program is not listed, check other and write it in. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Industrial Hazardous Waste	☒ Municipal Solid Waste
☐ New Source Review – Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS	☐ Sludge
☐ Stormwater	☐ Title V – Air	☐ Tires	☐ Used Oil	☐ Utilities
☐ Voluntary Cleanup	☐ Waste Water	☐ Wastewater Agriculture	☐ Water Rights	☐ Other:

SECTION IV: Preparer Information

40. Name:	Eduardo Cruz	**41. Title:**	Env. Compliance Monitor II

42. Telephone Number	**43. Ext./Code**	**44. Fax Number**	**45. E-Mail Address**
(956) 292-7000	4081	( ) -	eduardo.cruz@co.hidalgo.tx.us

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 9 and/or as required for the updates to the ID numbers identified in field 39.

(See the Core Data Form instructions for more information on who should sign this form.)

Company:	Hidalgo County	**Job Title:**	County Judge
Name *(In Print)* :	Ramon Garcia	**Phone:**	(956) 318-2600
Signature:		**Date:**	

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

Solid Waste Citizen Collection Station Rules & guidelines

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

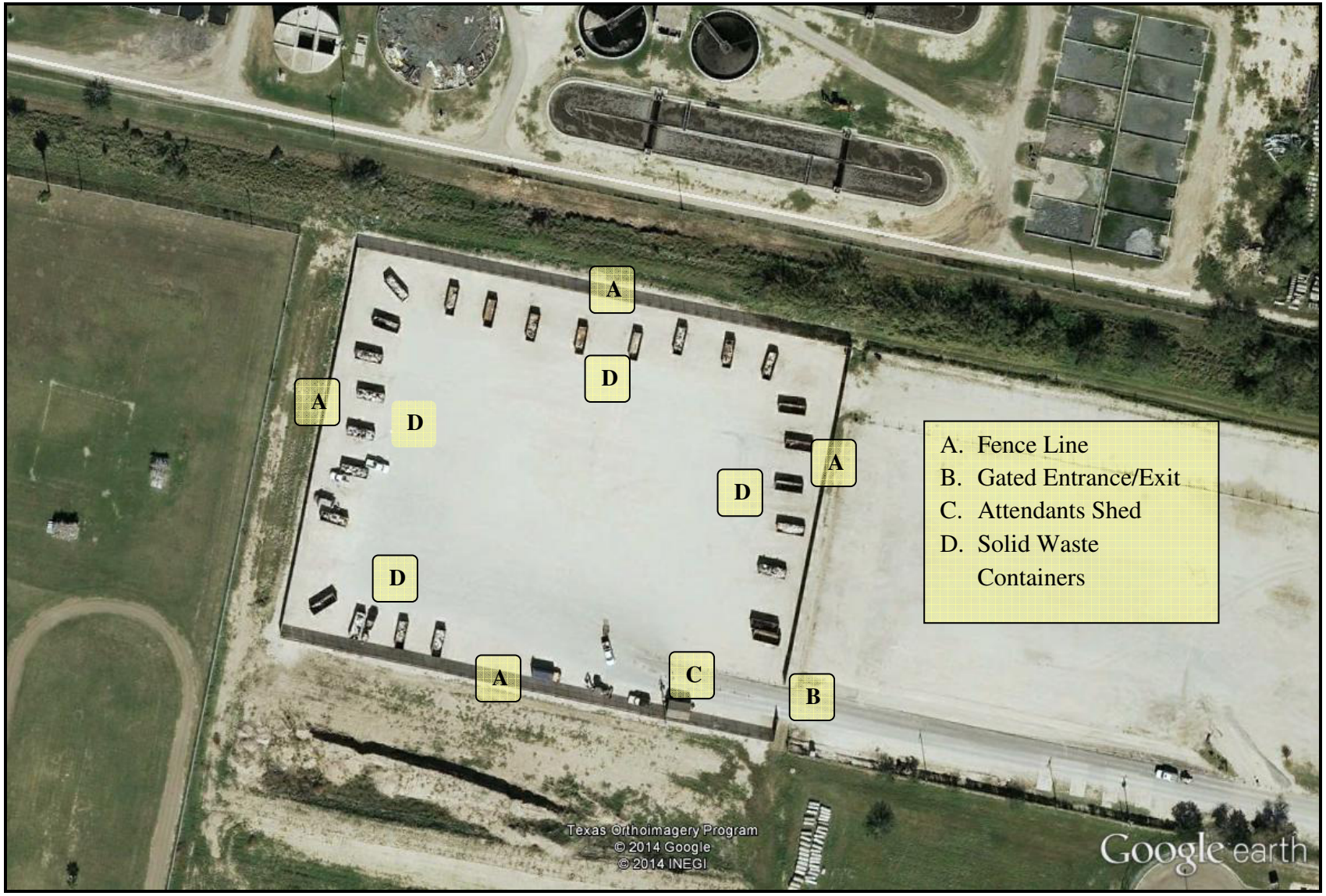
VEHICLES NOT ALLOWED

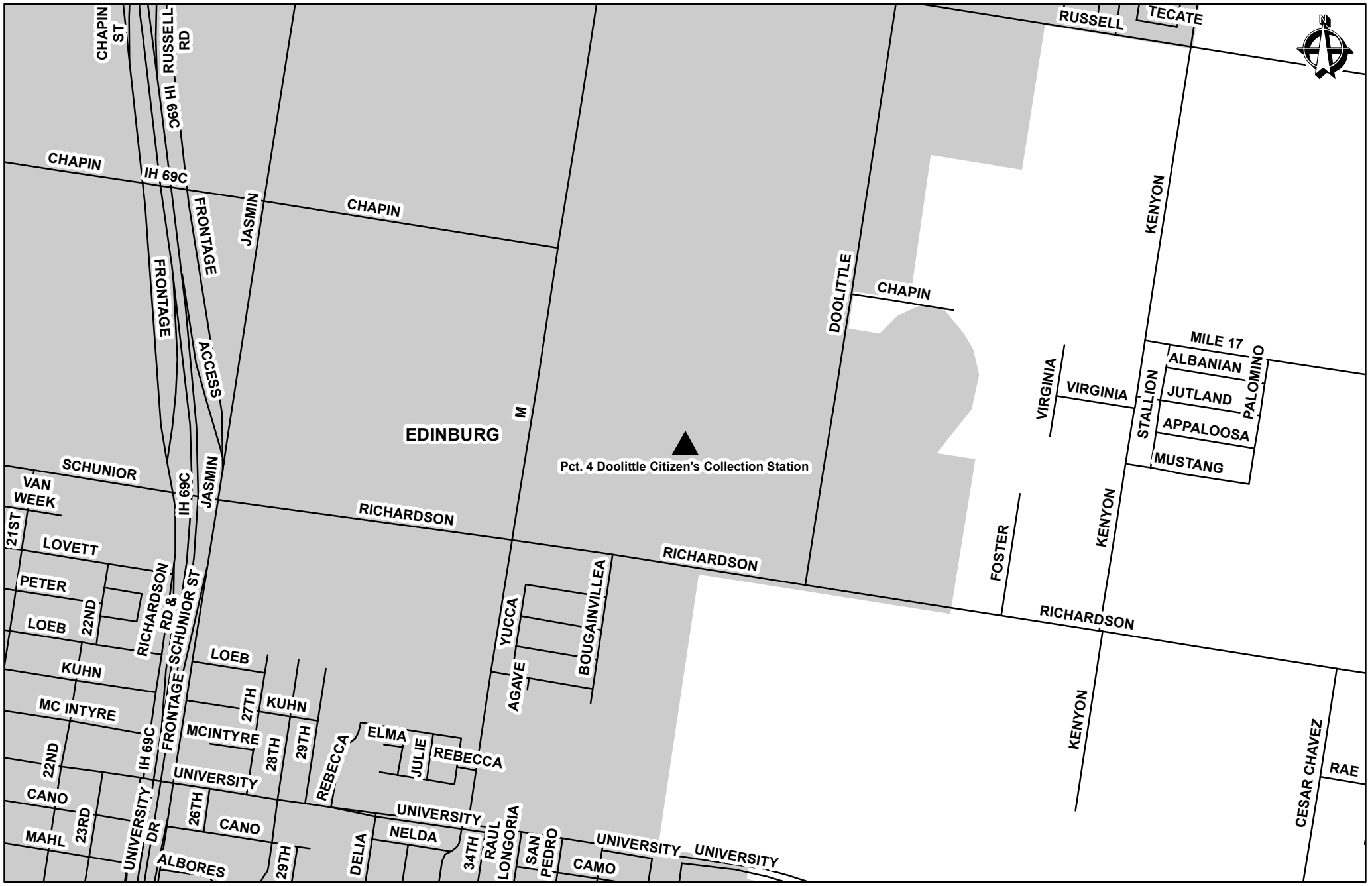
- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

Hidalgo County Precinct 4 Citizen Collection Station at Precinct 4 Complex





Legend

- Citizens Collection Station Sites
- Streets
- City Limits

Pct. 4 Doolittle Citizen's Collection Station

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25TH STREET
EDINBURG TX. 78542
TEL: (956)318-2840 ★ FAX: (956)318-2844
www.co.hidalgo.tx.us
Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

Doolittle CCS List of Adjacent Property Owners

Southern Pacific Transport
Property Tax Department
10th Street
FL S
Omaha, Nebraska 68102

Eloy Zuniga
2408 Idela Avenue
McAllen, Texas 78503-8699

Hidalgo County Drainage District #1
902 N. Doolittle Road
Edinburg, Texas 78542-7470

County of Hidalgo
P.O. Box 178
Edinburg, Texas 78540-0178

Isidro & Claudia Reyna
1348 N. Doolittle Road
Edinburg, Texas 78542-0311

Hidalgo County Drainage District #1
900 N. Doolittle Road
Edinburg, Texas 78542

WARRANTY DEED

Date: August 23, 1991

Grantor: Dwayne Bair, SSN 463-56-2903 and wife, Shirley Bair, SSN 464-50-0390
Grantor's Mailing Address (including county): Rt. 5, Box 895
Edinburg, Hidalgo County, Texas 78539

Grantor: Jo Ann Bair, SSN 458-52-3039, Individually and as Executrix/Trustee, with express power of sale, under the will of Howard Bair, Deceased
Grantor's Mailing Address (including County): Rt. 5, Box 906
Edinburg, Hidalgo County, Texas 78539

Grantee: County of Hidalgo
Grantee's Mailing Address (including county): P.O. Box 1356
Edinburg, Hidalgo County, Texas 78539

Consideration: Ten and No/100 Dollars ($10.00) and other valuable consideration

Property (including any improvements): See Exhibit "A", attached and here incorporated by reference

Reservations from and Exceptions to Conveyance and Warranty:
1. Easements, rules, regulations, rights-of-way, liens, and rights in favor of Hidalgo County Irrigation District No. 1.
2. Easements, restrictions, dedications, and setback lines shown on the subdivision map recorded in Volume 1, Page 16, Map Records of Hidalgo County, Texas.
3. Roadway right-of-way easement in favor of Hidalgo County, Texas, shown in instrument recorded in Volume 935, Page 280, Deed Records of Hidalgo County, Texas.
4. Highway easement in favor of Hidalgo County shown by instrument dated January 14, 1977, recorded in Volume 1513, Page 707, Deed Records of Hidalgo County, Texas.
5. Reservation or conveyance of all oil, gas and other minerals in and under the described land by predecessors in title, as set forth in the following deeds recorded in Deed Records of Hidalgo County, Texas: Deed of May 9, 1972, recorded in Volume 1322, Page 17; deed of January 4, 1977, recorded in Volume 1512, Page 898.
6. Zoning ordinances of the City of Edinburg, Texas.
7. Taxes for 1991 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When context requires, singular nouns and pronouns include the plurals.

Dwayne Bair, Grantor

Shirley Bair, Grantor

Jo Ann Bair, Individually and as Executrix/Trustee, with express power of sale, under the will of Howard Bair, deceased.

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30th day of August, 1991, by Dwayne Bair and Shirley Bair.

ELIDA C. GARCIA
Notary Public, State of Texas
My Comm. Exp. 11-5-92

Notary Public, State of Texas
Notary's name (printed):

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30th day of August, 1991, Jo Ann Bair, Individually and as Executrix/Trustee with express power of sale, under will of Howard Bair, deceased.

NOTARY PUBLIC STATE OF TEXAS
ELIDA C. GARCIA
Notary Public, State of Texas
My Comm. Exp. 11-5-92

Elida C. Garcia
Notary Public, State of Texas
Notary's name (printed):

After Recording Return To:
Stewart & Mann, P.C.
P.O. Box 330
Edinburg, Texas 78540

VALLEY LAND TITLE CO.

41837

EXHIBIT "A"

TRACT 1:

A tract of land out of Lots 13 and 14, Section 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at a set 60 penny nail on point of intersection of the South right of way line of an 80 foot Southern Pacific Railroad right of way and the centerline of "M" Road being the West line of said Lot 13, Section 245 for the Northwest corner of the herein described tract. Said point bears North 09 degrees, 34 minutes, 00 seconds East, 40.00 feet from a found 1/2 inch iron pin being the Northwest corner of said Lot 13, Section 245;

THENCE, South 80 degrees, 26 minutes, 00 seconds East, along said South right of way line of 80 foot Southern Pacific Railroad right of way being parallel to the North line of said Lot 13, Section 245 pass at 20.00 feet a set 1/2 inch iron rod being the East right of way line of said "M" Road, pass at 1320.00 feet a set 1/2 inch iron rod being the common line of said Lots 13 and 14, Section 245, pass at 2620.00 feet a set 1/2 inch iron rod on the West right of way line of Doolittle Road and continuing for a total distance of 2640.00 feet to a 60 penny nail line on the centerline of Doolittle Road being the East line of said Lot 14, Section 245 for the Northeast corner of the herein described tract;

THENCE, South 09 degrees, 34 minutes, 00 seconds West, 1003.74 feet along said East line of Lot 14, Section 245, being the centerline of said Doolittle Road to a set 60 penny nail for the Southeast corner of the herein described tract;

THENCE, North 80 degrees, 29 minutes, 54 seconds West, parallel to the South line of said Lots 13 and 14, Section 245, pass at 20.00 feet a set 1/2 inch iron rod being the West right of way line of said Doolittle Road, pass at 2620.00 feet a set 1/2 inch iron rod being the East right of way line of said "M" Road and continuing for a total distance of 2640.00 feet to a 60 penny nail on the centerline of said "M" Road also being the West line of said Lot 13, Section 245 for the Southwest corner of the herein described tract;

THENCE, North 09 degrees, 34 minutes, 00 seconds East, along the West line of said Lot 13, Section 245, also being the center line of said "M" Road 1006.74 feet to the POINT OF BEGINNING;

SAVE AND EXCEPT:

A tract of land out of the Northeast corner of Lot 14, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of said Lot 14;

THENCE, along the East line of said Lot 14, a distance of 40 feet to the point of beginning;

THENCE, continuing along the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Southeast corner hereof;

THENCE, West parallel with the North boundary line of said Lot 14, a distance of 300 feet to a point for the Southwest corner hereof;

THENCE, North parallel to the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Northwest corner;

THENCE, East parallel to the North boundary line of said Lot 14, a distance of 300 feet to the POINT OF BEGINNING.

TRACT 2:

A tract of land out of Lot 14, Section 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of said Lot 14;

THENCE, along the East line of said Lot 14, a distance of 40 feet to the point of beginning;

THENCE, continuing along the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Southeast corner hereof;

THENCE, West parallel with the North boundary line of said Lot 14, a distance of 300 feet to a point for the Southwest corner hereof;

THENCE, North parallel to the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Northwest corner;

THENCE, East parallel to the North boundary line of said Lot 14, a distance of 300 feet to the POINT OF BEGINNING.

RETURN TO

STEWART & MANN, P.C.
P. O. Box 330
Edinburg, TX 78540

VALLEY LAND TITLE CO. 241×31

VOL 3126 PAGE 193

FILED FOR RECORD

1983 DEC 30 PM 4 15

[illegible] LY LEO
[illegible] ERK
[illegible] TEXAS

163952

AI-50340 **Executive Office** **8. G.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, approval and authorization for County Judge to sign Earnest Money Contract and all Closing Documents including but not limited to acceptance of Drainage District Easements and Construction Easements

BACKGROUND

Steve Crain, Legal Counsel

Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

Court Meeting Date: 05/27/2014

Approval of land acquisition of Parcels # 17, 22, 26, 30, 31, 32, 33B, 35, 36, 37, 38, 39,
41 for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

Funding is from the Texas General land Office Grant Round 2.1, allocated for the Delta Area Connector/East Lateral Drainage Project.
Account No. 6540-62-0100-5000-6200
Amount Available: $ 633,800.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Parcel 30 4.442 acres and Parcel 35 6.367 acres at $111,500.00
Parcel 22 4.384 acres and Parcel 32 0.955 acres at $46,000.00

GLO Funds

Attachments

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backup
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backup
email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 11:54 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 07/02/2015 10:57 AM
Final Approval Date: 07/02/2015

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CONSTRUCTION EASEMENT AND AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

That PJL Farms, a General Partnership composed of Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration, to Grantor in hand paid by the Hidalgo County, Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee, a construction easement of twenty five feet (25') running parallel along and abutting the _____side of the Easement Property described below, for the construction of a drainage ditch and related appurtenances and related improvements (the "Facilities"), such construction easement terminating two years from the date of this Agreement or upon the completion of said Facilities in, along, upon, over and across the following described property, whichever is earlier:

See Exhibit A and Exhibit B attached hereto and incorporated herein at this point for all purposes (the "Easement Property").

Grantee agrees to haul off all of the dirt that is excavated from the Easement Property described below for the Facilities with part, in an amount determined by Grantor, to be hauled off to a different location to be determined by Grantor which shall in no event be greater than 3 miles from the servient estate and the remainder to be hauled off to a different location determined by Grantee. Upon completion of the Facilities, Grantee will return and maintain the Easement Property other than the drainage ditch and it's embankments to the level grade that existed prior to commencing the construction of the Facilities. Grantor will retain the right to drain surface and/or subsurface water from surrounding property that Grantor owns to the Facilities provided that such drainage connection to the Facilities is feasible and does not interfere with the Facilities.

To the extent permitted by law, Grantee agrees to indemnify, hold harmless and defend Grantor, his heirs, administrators and executors from and against any claim, loss, damage, liability, and expense, incurred or suffered by them, by reason of any and all claims, demands, or causes of action asserted or that may be asserted against Grantor, his heirs, administrators and executors, whether arising from intentional or negligent acts or omissions, and involving, arising out of, or in any manner relating to this Easement.

Grantee accepts the Easement "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties,

including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

WITNESS THE GRANTOR'S HAND, this _____ day of _____, 2015.

GRANTOR:
PJL FARMS, a General Partnership

By:_____
PAIGE HARBISON SAENZ, Partner

By:_____
JACQUE HARBISON, Partner

By:_____
LAURA HARBISON SIRLES, Partner

GRANTEE:

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared PAIGE HARBISON SAENZ, Partner in PJL FARMS, a General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared JACQUE HARBISON, Partner in PJL FARMS, a General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared LAURA HARBISON SIRLES, Partner in PJL FARMS, a General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, _____ of HIDALGO COUNTY, TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
HIDALGO COUNTY, TEXAS

Exhibit A

Parcel 22:

BEING A 4.384 ACRE (190,986 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 40.00 ACRE TRACT OF LAND, CONVEYED TO PJL FARMS PARTNERSHIP, AS RECORDED IN DOCUMENT No. 2019848, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, ALSO OUT OF FARM TRACT 2170, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, SAID 4.384 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the south right-of-way line of S.H. 107 (Mile 16 1/2 North Road) (102.00' right-of-way width), the common corner of said Farm Tract 2170 and that certain 40.00 acre tract of land conveyed to William R. Pracht and June 0. Pracht Trustee, as recorded in Document No. 1212123, (H.C.O.R.), Texas, for the northeast corner of this parcel; from which the common corner of Farm Tracts 2174, 2175, 2171 and 2170, bears North 01 degrees 13 minutes 03 seconds West, a distance of 50.00 feet to a point;

THENCE, South 01degrees 13 minutes 03 seconds East, along the common boundary line of said Farm Tracts 2170 and 2175, a distance of 1,273.24 feet to a point on the common line of Farm Tracts 2176 and said 2175, for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 Seconds West, along the common boundary line said Farm Tract 2170 and that certain Farm Tract 2169 conveyed to Carlbook Limited Partnership, recorded in Document No. 973345, (H.C.O.R.), Texas, a distance of 150.00 feet to a point for the southwest corner of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, across said subject 40.00 acre tract running parallel with the common boundary line of said Farm Tracts 2175 and 2170, a distance of 1,273.24 feet to a 5/8 inch iron rod with cap set, for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the south right-of-way line of said Mile 16 1/2 North Road (S.H. 107), a distance of 150.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.384 acres (190,986 S.F.), of which 2.007 acres (87,436 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No. 9; r.o.w. easement (100.00' wide), leaving a net area of 2.377 acres (103,550 S.F.), more or less.

Exhibit B

Parcel 32

BEING A 0.955 ACRE (41,593 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 18.091 ACRE TRACT OF LAND, CONVEYED TO P.J.L. FARMS, AS RECORDED IN DOCUMENT NO. 2058837, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (O.R.H.C.), TEXAS, ALSO OUT OF FARM TRACT 2139, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (M.R.H.C), TEXAS, SAID 0.955 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the common corner of said 18.091 acre tract and that certain 25.00 acre tract of land conveyed to Jack W. Harbison, Sr. Testamentary Trust, as recorded in Document No. 2343311, (O.R.H.C.), Texas, for the southwest corner of this parcel, the common corner of Farm Tracts 2137, 2138, 2101 and 2102, bears South 01° 13' minutes 03" East, a distance of 1,320.00 feet to a set 5/8 inch rod with cap;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said 18.091 acre and that certain 40.00 acre tract of land conveyed to Jack W. Harbison, Sr., Testamentary Trust, as recorded in Document

No. 2343314, (O.R.H.C.), Texas, a distance of 203.94 feet to 5/8 inch iron rod with cap) set for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2138, a distance of 203.94 feet to a 5/8 inch iron rod with cap set for the northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2136, a distance of 203.94 feet to a 5/8 inch iron rod with cap set on the common line of said 18.091 acre tract and that certain 25.00 acre tract (Tract 69) conveyed to Jack W. Harbison, Sr. Testamentary, as recorded in Document No. 2346311, (O.R.H.C.), Texas for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the common boundary line of said Farm Tract 2139 and Farm Tract 2138, a distance of 203.94 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 0.955 acres (41,593 S.F.), of which 0.010 acres (440 S.F.) fall within the Pipeline Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.O.W. easement (30.00' wide), leaving a net area of 0.945 acres (41,164 S.F.), more or less.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CONSTRUCTION EASEMENT AND AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

That Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration, to Grantor in hand paid by the Hidalgo County, Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee, a construction easement of twenty five feet (25') running parallel along and abutting the _____side of the Easement Property described below, for the construction of a drainage ditch and related appurtenances and related improvements (the "Facilities"), such construction easement terminating two years from the date of this Agreement or upon the completion of said Facilities in, along, upon, over and across the following described property, whichever is earlier:

See Exhibit A and Exhibit B attached hereto and incorporated herein at this point for all purposes (the "Easement Property").

Grantee agrees to haul off all of the dirt that is excavated from the Easement Property described below for the Facilities with part, in an amount determined by Grantor, to be hauled off to a different location to be determined by Grantor which shall in no event be greater than 3 miles from the servient estate and the remainder to be hauled off to a different location determined by Grantee. Upon completion of the Facilities, Grantee will return and maintain the Easement Property other than the drainage ditch and it's embankments to the level grade that existed prior to commencing the construction of the Facilities. Grantor will retain the right to drain surface and/or subsurface water from surrounding property that Grantor owns to the Facilities provided that such drainage connection to the Facilities is feasible and does not interfere with the Facilities.

To the extent permitted by law, Grantee agrees to indemnify, hold harmless and defend Grantor, his heirs, administrators and executors from and against any claim, loss, damage, liability, and expense, incurred or suffered by them, by reason of any and all claims, demands, or causes of action asserted or that may be asserted against Grantor, his heirs, administrators and executors, whether arising from intentional or negligent acts or omissions, and involving, arising out of, or in any manner relating to this Easement.

Grantee accepts the Easement "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties,

including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

WITNESS THE GRANTOR'S HAND, this _____ day of _____, 2015.

GRANTOR:

_____
PAIGE HARBISON SAENZ

_____
JACQUE HARBISON

_____
LAURA HARBISON SIRLES

GRANTEE:

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared PAIGE HARBISON SAENZ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared JACQUE HARBISON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared LAURA HARBISON SIRLES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, _____ of HIDALGO COUNTY, TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
HIDALGO COUNTY, TEXAS

Exhibit A

Parcel 30

Being a 4.442 acre (193,500 S.F.) tract of land out of that certain 30.00 acre tract of land, conveyed to Paige Harbison, et al as recorded in Document No. 1226696, of the Official Records of Hidalgo County, Texas (H.C.O.R.), Texas, also out of Farm Tract 2132, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 4.442 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at tile North right-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), the common comer of said 30.00 acre tract of land and that certain 2.10 acre tract of land conveyed to Alejandro Trevino, et ux, recorded in Document No. 2001112, (H.C.O.R.), Texas, for the Southeast corner of this tract, from which the common corner of Farm Tracts 2131, 2132, 2135 and 2136, bears South 01 degrees 13 minutes 03 seconds East, a distance of 30.00 feet to a set PK Nail;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North light-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), a distance of 150.00 feet to a 5/8 inch iron rod with cap set, for tile Southwest comer of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, running parallel with tile common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land conveyed to Paige Harbison, Jacque Harbison and Laura Harbison recorded in Document No. 1226696, (H.C.O.R.), Texas, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of Farm Tracts 2132 and 2133, a distance of 150.00 feet to a point for the Northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, along the common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land, a distance of 1290.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.442 acres (193,500 SF), of which 1.495 acres (65,137 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (l 05.00' wide) and 0.060 acres (2,588 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide), recorded in Vol. 1036, Pg. 262, of the Deed Records of Hidalgo County, Texas, and Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (105.00' wide), and also 0.053 acres (2,300.39 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide); leaving a net area of 2.834 acres (123,475 S.F.), more or less.

Exhibit B

'Parcel 35

Being a 6.367 acre (277,348 S.F.) tract of land out of that certain 40.00 acre tract of land (Tract 2), conveyed to Paige Harbison, et al, as recorded in Document No. 1196838, of the Official Records of Hidalgo County, (O.R.H.C.), Texas, also out of Farm Tract 2103, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 6.367 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set on the North right-of-way line of Mile 14 1/2 North Road (60.00' right-of-way width), same being at the common comer of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Jack W, Harbison, Jr. and wife Betty Harbison, as recorded in Document 2312040, (O.R.H.C.), Texas, for the Southwest comer of this parcel, from which the common comer of Farm Tracts 2099,2100,2103 and 2104, bears South 01 degrees 13 minutes 03 seconds East, a distance of 15.00 feet to a set PK Nail;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said Farm Tracts 2103 and 2100, a distance of 1290,00 feet to a 5/8 inch iron rod with cap set at the common comer of Farm Tracts 2100,

2101, 2102 and 2103, for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Mary Jane Malone, et al, as recorded in Document No. 1051583, (O.R.H.C.), Texas, a distance of 215.00 feet to a 5/8 inch iron rod with cap set for the Northeast comer of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 40.00 acre tract and running parallel with the common boundary line of said Farm Tract 2103 and Farm Tract 2100, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set on the North right-of-way line of said Mile 14 1/2 North Road, for the Southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North right-of-way line of said Mile 14 1/2 North Road, a distance of 215.00 feet to a POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 6.367 acres (277,348 S.F.), of which 0.074 acres (3,000 S.F.) fall within the North Alamo Water Supply Corporation, r.o.w. easement (15.00' wide), and of which 0.439 acres (19,123 S.F.) also fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9 pipeline easement (30.00' wide), leaving a net area of 5.854 acres (255,000 S.F.), more or less.

[INDIVIDUAL]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DRAINAGE EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HIDALGO §

That PJL Farms, a General Partnership composed of Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles, ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted does hereby GRANT, BARGAIN, SELL and CONVEY unto Hidalgo County, Texas ("Grantee") its successors or assigns the following described permanent easement and right of way upon, over, across, and under the following described certain tract of land situated in Hidalgo County, Texas as follows, to-wit:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN AT THIS POINT FOR ALL PURPOSES

(the "Easement") for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, spoil bank, levees, roadways and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or flood water, (the "Facilities").

TO HAVE AND TO HOLD, the Easement, together with all and singular the rights and appurtenances thereto, any wise belonging unto the said Grantee, Grantee's successors and assigns forever.

To the extent permitted by law, Grantee agrees to indemnify, hold harmless and defend Grantor, his heirs, administrators and executors from and against any claim, loss, damage, liability, and expense, incurred or suffered by them, by reason of any and all claims, demands, or causes of action asserted or that may be asserted against Grantor, his heirs, administrators and executors, whether arising from intentional or negligent acts or omissions, and involving, arising out of, or in any manner relating to this Easement.

Grantee accepts the Easement "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil

conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

Grantor has the unrestricted right and authority to execute this Easement and to grant to Hidalgo County, Texas the rights granted hereunder.

This Easement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns. The parties intend that this Easement creates a valid and present interest in the property on which the Easement is located in favor of Grantee and therefore this Easement will be deemed an interest in and an encumbrance upon the property on which the easement is located which will run with the property on which the easement is located. Grantee may assign all or part of its interests or rights in this Easement.

This Easement may only be modified in a separate writing signed by both parties. This Easement shall be governed by and construed under the laws of the State of Texas excluding any choice of law provisions thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2015.

GRANTOR:
PJL FARMS, a General Partnership

By:_____
PAIGE HARBISON SAENZ, Partner

By:_____
JACQUE HARBISON, Partner

By:_____
LAURA HARBISON SIRLES, Partner

GRANTEE:

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared PAIGE HARBISON SAENZ, Partner in PJL FARMS, a General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared JACQUE HARBISON, Partner in PJL FARMS, a General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared LAURA HARBISON SIRLES, Partner in PJL FARMS, a General Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, _____ of HIDALGO COUNTY, TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
HIDALGO COUNTY, TEXAS

Exhibit A

Parcel 22:

BEING A 4.384 ACRE (190,986 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 40.00 ACRE TRACT OF LAND, CONVEYED TO PJL FARMS PARTNERSHIP, AS RECORDED IN DOCUMENT No. 2019848, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, ALSO OUT OF FARM TRACT 2170, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, SAID 4.384 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the south right-of-way line of S.H. 107 (Mile 16 1/2 North Road) (102.00' right-of-way width), the common corner of said Farm Tract 2170 and that certain 40.00 acre tract of land conveyed to William R. Pracht and June 0. Pracht Trustee, as recorded in Document No. 1212123, (H.C.O.R.), Texas, for the northeast corner of this parcel; from which the common corner of Farm Tracts 2174, 2175, 2171 and 2170, bears North 01 degrees 13 minutes 03 seconds West, a distance of 50.00 feet to a point;

THENCE, South 01degrees 13 minutes 03 seconds East, along the common boundary line of said Farm Tracts 2170 and 2175, a distance of 1,273.24 feet to a point on the common line of Farm Tracts 2176 and said 2175, for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 Seconds West, along the common boundary line said Farm Tract 2170 and that certain Farm Tract 2169 conveyed to Carlbook Limited Partnership, recorded in Document No. 973345, (H.C.O.R.), Texas, a distance of 150.00 feet to a point for the southwest corner of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, across said subject 40.00 acre tract running parallel with the common boundary line of said Farm Tracts 2175 and 2170, a distance of 1,273.24 feet to a 5/8 inch iron rod with cap set, for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the south right-of-way line of said Mile 16 1/2 North Road (S.H. 107), a distance of 150.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.384 acres (190,986 S.F.), of which 2.007 acres (87,436 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No. 9; r.o.w. easement (100.00' wide), leaving a net area of 2.377 acres (103,550 S.F.), more or less.

Exhibit B

Parcel 32

BEING A 0.955 ACRE (41,593 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 18.091 ACRE TRACT OF LAND, CONVEYED TO P.J.L. FARMS, AS RECORDED IN DOCUMENT NO. 2058837, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (O.R.H.C.), TEXAS, ALSO OUT OF FARM TRACT 2139, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (M.R.H.C), TEXAS, SAID 0.955 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the common corner of said 18.091 acre tract and that certain 25.00 acre tract of land conveyed to Jack W. Harbison, Sr. Testamentary Trust, as recorded in Document No. 2343311, (O.R.H.C.), Texas, for the southwest corner of this parcel, the common corner of Farm Tracts 2137, 2138, 2101 and 2102, bears South 01° 13' minutes 03" East, a distance of 1,320.00 feet to a set 5/8 inch rod with cap;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said 18.091 acre and that certain 40.00 acre tract of land conveyed to Jack W. Harbison, Sr., Testamentary Trust, as recorded in Document

No. 2343314, (O.R.H.C.), Texas, a distance of 203.94 feet to 5/8 inch iron rod with cap) set for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2138, a distance of 203.94 feet to a 5/8 inch iron rod with cap set for the northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2136, a distance of 203.94 feet to a 5/8 inch iron rod with cap set on the common line of said 18.091 acre tract and that certain 25.00 acre tract (Tract 69) conveyed to Jack W. Harbison, Sr. Testamentary, as recorded in Document No. 2346311, (O.R.H.C.), Texas for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the common boundary line of said Farm Tract 2139 and Farm Tract 2138, a distance of 203.94 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 0.955 acres (41,593 S.F.), of which 0.010 acres (440 S.F.) fall within the Pipeline Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.O.W. easement (30.00' wide), leaving a net area of 0.945 acres (41,164 S.F.), more or less.

EARNEST MONEY CONTRACT

1. PARTIES: The parties to this contract are Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles, and/or assigns (Seller) and HIDALGO COUNTY, TEXAS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Easement described below.

2. EASEMENT: The Easement situated in Hidalgo County, Texas, which is more particularly described as follows:

See Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

3. SALES PRICE: Sales Price payable by Buyer at closing is $111,500.00

4. EARNEST MONEY: Upon execution of this contract by both parties, Buyer shall deposit $10.00 as earnest money with Valley Land Title Co., as escrow agent, at 217 W. Cano, Edinburg, Texas (address).

5. BROKERS' FEES: There are no Broker's involved in this transaction.

6. CLOSING:

A. The closing of the sale will be on or before July 10, 2015, or within 7 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a Drainage Easement and Construction Easement and Agreement.
(2) Buyer shall pay the Sales Price in good funds acceptable to Seller.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.

7. SPECIAL PROVISIONS:

Seller's 1031 Exchange. Seller intends to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, with respect to its Buyer of the property (a "like-kind exchange"). In order to effect a like-kind exchange, Buyer shall cooperate and do all acts as may be reasonably required or requested by Seller with regard to effecting the like-kind exchange, including, but not limited to, permitting Seller to assign its rights under this agreement to a qualified intermediary of Seller's choice in accordance with Treasury Regulation 1.1031 (K(-1(G)(4); provided, however, Buyer shall incur no expense in connection with such like-kind exchange and Buyer does not make any representations as to the effects to this contract on the 1031 exchange.

Buyers Initials

Sellers Initials

8. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

EXECUTED the _____ day of June, 2015 (EFFECTIVE DATE).

SELLER:

BUYER:
HIDALGO COUNTY, TEXAS

_____

By:_____

PAIGE HARIBSON SAENZ

_____

JACQUE HARBISON

_____

LAURA HARBISON SIRLES

==========

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____ is acknowledged and is accepted subject to the terms and conditions of the Earnest Money Contract.

Escrow Agent: _____

_____

_____

By:_____

Date: _____

_____ Buyers Initials

_____ Sellers Initials

Exhibit A

Parcel 30

Being a 4.442 acre (193,500 S.F.) tract of land out of that certain 30.00 acre tract of land, conveyed to Paige Harbison, et al as recorded in Document No. 1226696, of the Official Records of Hidalgo County, Texas (H.C.O.R.), Texas, also out of Farm Tract 2132, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 4.442 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at tile North right-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), the common comer of said 30.00 acre tract of land and that certain 2.10 acre tract of land conveyed to Alejandro Trevino, et ux, recorded in Document No. 2001112, (H.C.O.R.), Texas, for the Southeast corner of this tract, from which the common corner of Farm Tracts 2131, 2132, 2135 and 2136, bears South 01 degrees 13 minutes 03 seconds East, a distance of 30.00 feet to a set PK Nail;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North light-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), a distance of 150.00 feet to a 5/8 inch iron rod with cap set, for tile Southwest comer of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, running parallel with tile common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land conveyed to Paige Harbison, Jacque Harbison and Laura Harbison recorded in Document No. 1226696, (H.C.O.R.), Texas, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of Farm Tracts 2132 and 2133, a distance of 150.00 feet to a point for the Northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, along the common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land, a distance of 1290.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.442 acres (193,500 SF), of which 1.495 acres (65,137 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (l 05.00' wide) and 0.060 acres (2,588 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide), recorded in Vol. 1036, Pg. 262, of the Deed Records of Hidalgo County, Texas, and Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (105.00' wide), and also 0.053 acres (2,300.39 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide); leaving a net area of 2.834 acres (123,475 S.F.), more or less.

Exhibit B

Parcel 35

Being a 6.367 acre (277,348 S.F.) tract of land out of that certain 40.00 acre tract of land (Tract 2), conveyed to Paige Harbison, et al, as recorded in Document No. 1196838, of the Official Records of Hidalgo County, (O.R.H.C.), Texas, also out of Farm Tract 2103, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 6.367 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set on the North right-of-way line of Mile 14 1/2 North Road (60.00' right-of-way width), same being at the common comer of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Jack W, Harbison, Jr. and wife Betty Harbison, as recorded in Document 2312040, (O.R.H.C.), Texas, for the Southwest comer of this parcel, from which the common comer of Farm Tracts 2099,2100,2103 and 2104, bears South 01 degrees 13 minutes 03 seconds East, a distance of 15.00 feet to a set PK Nail;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said Farm Tracts 2103 and 2100, a distance of 1290,00 feet to a 5/8 inch iron rod with cap set at the common comer of Farm Tracts 2100,

2101, 2102 and 2103, for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Mary Jane Malone, et al, as recorded in Document No. 1051583, (O.R.H.C.), Texas, a distance of 215.00 feet to a 5/8 inch iron rod with cap set for the Northeast comer of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 40.00 acre tract and running parallel with the common boundary line of said Farm Tract 2103 and Farm Tract 2100, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set on the North right-of-way line of said Mile 14 1/2 North Road, for the Southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North right-of-way line of said Mile 14 1/2 North Road, a distance of 215.00 feet to a POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 6.367 acres (277,348 S.F.), of which 0.074 acres (3,000 S.F.) fall within the North Alamo Water Supply Corporation, r.o.w. easement (15.00' wide), and of which 0.439 acres (19,123 S.F.) also fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9 pipeline easement (30.00' wide), leaving a net area of 5.854 acres (255,000 S.F.), more or less.

[INDIVIDUAL]

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DRAINAGE EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HIDALGO §

That Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles, ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted does hereby GRANT, BARGAIN, SELL and CONVEY unto Hidalgo County, Texas ("Grantee") its successors or assigns the following described permanent easement and right of way upon, over, across, and under the following described certain tract of land situated in Hidalgo County, Texas as follows, to-wit:

SEE EXHIBIT A and EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN AT THIS POINT FOR ALL PURPOSES

(the "Easement") for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, spoil bank, levees, roadways and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or flood water, (the "Facilities").

TO HAVE AND TO HOLD, the Easement, together with all and singular the rights and appurtenances thereto, any wise belonging unto the said Grantee, Grantee's successors and assigns forever.

To the extent permitted by law, Grantee agrees to indemnify, hold harmless and defend Grantor, his heirs, administrators and executors from and against any claim, loss, damage, liability, and expense, incurred or suffered by them, by reason of any and all claims, demands, or causes of action asserted or that may be asserted against Grantor, his heirs, administrators and executors, whether arising from intentional or negligent acts or omissions, and involving, arising out of, or in any manner relating to this Easement.

Grantee accepts the Easement "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular

purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

Grantor has the unrestricted right and authority to execute this Easement and to grant to Hidalgo County, Texas the rights granted hereunder.

This Easement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns. The parties intend that this Easement creates a valid and present interest in the property on which the Easement is located in favor of Grantee and therefore this Easement will be deemed an interest in and an encumbrance upon the property on which the easement is located which will run with the property on which the easement is located. Grantee may assign all or part of its interests or rights in this Easement.

This Easement may only be modified in a separate writing signed by both parties. This Easement shall be governed by and construed under the laws of the State of Texas excluding any choice of law provisions thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2015.

GRANTOR:

_____
PAIGE HARBISON SAENZ

_____
JACQUE HARBISON

_____
LAURA HARBISON SIRLES

GRANTEE:

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared PAIGE HARBISON SAENZ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared JACQUE HARBISON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared LAURA HARBISON SIRLES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of_____, 2015.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, _____ of HIDALGO COUNTY, TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
HIDALGO COUNTY, TEXAS

Exhibit A

Parcel 30

Being a 4.442 acre (193,500 S.F.) tract of land out of that certain 30.00 acre tract of land, conveyed to Paige Harbison, et al as recorded in Document No. 1226696, of the Official Records of Hidalgo County, Texas (H.C.O.R.), Texas, also out of Farm Tract 2132, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 4.442 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at tile North right-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), the common comer of said 30.00 acre tract of land and that certain 2.10 acre tract of land conveyed to Alejandro Trevino, et ux, recorded in Document No. 2001112, (H.C.O.R.), Texas, for the Southeast corner of this tract, from which the common corner of Farm Tracts 2131, 2132, 2135 and 2136, bears South 01 degrees 13 minutes 03 seconds East, a distance of 30.00 feet to a set PK Nail;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North light-of-way line of Mile 15 1/2, North Road (60.00' right-of-way width), a distance of 150.00 feet to a 5/8 inch iron rod with cap set, for tile Southwest comer of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, running parallel with tile common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land conveyed to Paige Harbison, Jacque Harbison and Laura Harbison recorded in Document No. 1226696, (H.C.O.R.), Texas, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of Farm Tracts 2132 and 2133, a distance of 150.00 feet to a point for the Northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, along the common boundary line of said 30.00 acre tract and 37.34 acre (remainder) tract of land, a distance of 1290.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.442 acres (193,500 SF), of which 1.495 acres (65,137 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (l 05.00' wide) and 0.060 acres (2,588 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide), recorded in Vol. 1036, Pg. 262, of the Deed Records of Hidalgo County, Texas, and Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.o.w. easement (105.00' wide), and also 0.053 acres (2,300.39 S.F.) fall within the West Natural Gas Co. pipeline easement (40.00' wide); leaving a net area of 2.834 acres (123,475 S.F.), more or less.

Exhibit B

Parcel 35

Being a 6.367 acre (277,348 S.F.) tract of land out of that certain 40.00 acre tract of land (Tract 2), conveyed to Paige Harbison, et al, as recorded in Document No. 1196838, of the Official Records of Hidalgo County, (O.R.H.C.), Texas, also out of Farm Tract 2103, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, as recorded in Volume 2, Pages 7-20, of the Map Records of Hidalgo County (H.C.M.R.), Texas, said 6.367 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set on the North right-of-way line of Mile 14 1/2 North Road (60.00' right-of-way width), same being at the common comer of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Jack W, Harbison, Jr. and wife Betty Harbison, as recorded in Document 2312040, (O.R.H.C.), Texas, for the Southwest comer of this parcel, from which the common comer of Farm Tracts 2099,2100,2103 and 2104, bears South 01 degrees 13 minutes 03 seconds East, a distance of 15.00 feet to a set PK Nail;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said Farm Tracts 2103 and 2100, a distance of 1290,00 feet to a 5/8 inch iron rod with cap set at the common comer of Farm Tracts 2100, 2101, 2102 and 2103, for the Northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the common boundary line of said subject 40.00 acre tract and that certain 40.00 acre tract of land conveyed to Mary Jane Malone, et al, as recorded in Document No. 1051583, (O.R.H.C.), Texas, a distance of 215.00 feet to a 5/8 inch iron rod with cap set for the Northeast comer of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 40.00 acre tract and running parallel with the common boundary line of said Farm Tract 2103 and Farm Tract 2100, a distance of 1290.00 feet to a 5/8 inch iron rod with cap set on the North right-of-way line of said Mile 14 1/2 North Road, for the Southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the North right-of-way line of said Mile 14 1/2 North Road, a distance of 215.00 feet to a POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 6.367 acres (277,348 S.F.), of which 0.074 acres (3,000 S.F.) fall within the North Alamo Water Supply Corporation, r.o.w. easement (15.00' wide), and of which 0.439 acres (19,123 S.F.) also fall within the Hidalgo and Cameron Counties Water Control and Improvement District No.9 pipeline easement (30.00' wide), leaving a net area of 5.854 acres (255,000 S.F.), more or less.

EARNEST MONEY CONTRACT

1. PARTIES: The parties to this contract are PJL FARMS, a General Partnership composed of Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles, Partners and/or assigns (Seller) and HIDALGO COUNTY, TEXAS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Easement described below.

2. EASEMENT: The Easement situated in Hidalgo County, Texas, which is more particularly described as follows:

See Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

3. SALES PRICE: Sales Price payable by Buyer at closing is $46,000.00

4. EARNEST MONEY: Upon execution of this contract by both parties, Buyer shall deposit $10.00 as earnest money with Valley Land Title Co., as escrow agent, at 217 W. Cano, Edinburg, Texas (address).

5. BROKERS' FEES: There are no Broker's involved in this transaction.

6. CLOSING:

A. The closing of the sale will be on or before July 10, 2015, or within 7 days after objections to matters disclosed in the Commitment or by the survey have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a Drainage Easement and Construction Easement and Agreement.
(2) Buyer shall pay the Sales Price in good funds acceptable to Seller.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.

7. SPECIAL PROVISIONS:

Seller's 1031 Exchange. Seller intends to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, with respect to its Buyer of the property (a "like-kind exchange"). In order to effect a like-kind exchange, Buyer shall cooperate and do all acts as may be reasonably required or requested by Seller with regard to effecting the like-kind exchange, including, but not limited to, permitting Seller to assign its rights under this agreement to a qualified intermediary of Seller's choice in accordance with Treasury Regulation 1.1031 (K(-1(G)(4); provided, however, Buyer shall incur no expense in connection with such like-kind exchange and Buyer does not make any representations as to the effects to this contract on the 1031 exchange.

Buyers Initials

Sellers Initials

8. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

EXECUTED the _____ day of June, 2015 (EFFECTIVE DATE).

SELLER:

PJL FARMS, a General Partnership

By:_____
PAIGE HARIBSON SAENZ, Partner

By:_____
JACQUE HARBISON, Partner

By:_____
LAURA HARBISON SIRLES, Partner

BUYER:

HIDALGO COUNTY, TEXAS

By:_____

==========

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____ is acknowledged and is accepted subject to the terms and conditions of the Earnest Money Contract.

Escrow Agent: _____

_____

_____

By:_____

Date: _____

_____ Buyers Initials

_____ Sellers Initials

Exhibit A

Parcel 22:

BEING A 4.384 ACRE (190,986 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 40.00 ACRE TRACT OF LAND, CONVEYED TO PJL FARMS PARTNERSHIP, AS RECORDED IN DOCUMENT No. 2019848, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, ALSO OUT OF FARM TRACT 2170, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, SAID 4.384 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the south right-of-way line of S.H. 107 (Mile 16 1/2 North Road) (102.00' right-of-way width), the common corner of said Farm Tract 2170 and that certain 40.00 acre tract of land conveyed to William R. Pracht and June 0. Pracht Trustee, as recorded in Document No. 1212123, (H.C.O.R.), Texas, for the northeast corner of this parcel; from which the common corner of Farm Tracts 2174, 2175, 2171 and 2170, bears North 01 degrees 13 minutes 03 seconds West, a distance of 50.00 feet to a point;

THENCE, South 01degrees 13 minutes 03 seconds East, along the common boundary line of said Farm Tracts 2170 and 2175, a distance of 1,273.24 feet to a point on the common line of Farm Tracts 2176 and said 2175, for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 Seconds West, along the common boundary line said Farm Tract 2170 and that certain Farm Tract 2169 conveyed to Carlbook Limited Partnership, recorded in Document No. 973345, (H.C.O.R.), Texas, a distance of 150.00 feet to a point for the southwest corner of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, across said subject 40.00 acre tract running parallel with the common boundary line of said Farm Tracts 2175 and 2170, a distance of 1,273.24 feet to a 5/8 inch iron rod with cap set, for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the south right-of-way line of said Mile 16 1/2 North Road (S.H. 107), a distance of 150.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.384 acres (190,986 S.F.), of which 2.007 acres (87,436 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No. 9, r.o.w. easement (100.00' wide), leaving a net area of 2.377 acres (103,550 S.F.), more or less.

Exhibit B

Parcel 32

BEING A 0.955 ACRE (41,593 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 18.091 ACRE TRACT OF LAND, CONVEYED TO P.J.L. FARMS, AS RECORDED IN DOCUMENT NO. 2058837, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (O.R.H.C.), TEXAS, ALSO OUT OF FARM TRACT 2139, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (M.R.H.C), TEXAS, SAID 0.955 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the common corner of said 18.091 acre tract and that certain 25.00 acre tract of land conveyed to Jack W. Harbison, Sr. Testamentary Trust, as recorded in Document No. 2343311, (O.R.H.C.), Texas, for the southwest corner of this parcel, the common corner of Farm Tracts 2137, 2138, 2101 and 2102, bears South 01° 13' minutes 03" East, a distance of 1,320.00 feet to a set 5/8 inch rod with cap;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said 18.091 acre and that certain 40.00 acre tract of land conveyed to Jack W. Harbison, Sr., Testamentary Trust, as recorded in Document

No. 2343314, (O.R.H.C.), Texas, a distance of 203.94 feet to 5/8 inch iron rod with cap) set for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2138, a distance of 203.94 feet to a 5/8 inch iron rod with cap set for the northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2136, a distance of 203.94 feet to a 5/8 inch iron rod with cap set on the common line of said 18.091 acre tract and that certain 25.00 acre tract (Tract 69) conveyed to Jack W. Harbison, Sr. Testamentary, as recorded in Document No. 2346311, (O.R.H.C.), Texas for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the common boundary line of said Farm Tract 2139 and Farm Tract 2138, a distance of 203.94 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 0.955 acres (41,593 S.F.), of which 0.010 acres (440 S.F.) fall within the Pipeline Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.O.W. easement (30.00' wide), leaving a net area of 0.945 acres (41,164 S.F.), more or less.

Zimbra **monica.badillo@co.hidalgo.tx.us**

FW: PJL Farms and Harbison girls

From : Steve Crain <scrain@atlashall.com> Thu, Jul 02, 2015 10:47 AM
Subject : FW: PJL Farms and Harbison girls 6 attachments
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

From: Sara Tippit [mailto:stippit@tippitlaw.com]
Sent: Thursday, July 02, 2015 9:49 AM
To: Steve Crain
Subject: PJL Farms and Harbison girls

Steve

Attached are the Earnest Money Contracts that you and I have been discussing for four of the parcels that the County is acquiring easements on. They are being signed by all of the girls and will be returned to me early part of next week. Also attached are the Drainage Easements and the Construction Easements on these parcels. Please let me know if you have any questions.

Thanks!

Sara L. Tippit
The Tippit Law Firm
820 W. Nolana, Suite C
McAllen, Texas 78504
(956) 627-0303
(956) 627-0126 (facsimile)

PLEASE MAKE A NOTE OF MY NEW EMAIL ADDRESS, PHYSICAL ADDRESS, TELEPHONE NUMBER AND FACSIMILE NUMBER.

E-MAIL NOTICE: This transmission may be: (1) subject to the attorney-client privilege, (2) subject to the attorney work product exception, or (3) contain confidential information. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this e-mail in error, please reply and notify the sender (only) of your deletion of this message. An unauthorized interception of this e-mail is a violation of federal law.
This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or consititue a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

doc20150629101750.pdf
198 KB

doc20150629101756.pdf
200 KB

Girls Drainage Easement with Ex.pdf
298 KB

Girls Construction Easement with Ex.pdf
292 KB

PJL Drainage Easement with Ex.pdf
300 KB

PJL Construction Easement with Ex.pdf
293 KB

AI-50266 **Executive Office** **8. H.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Fred Loya Insurance Company in the amount of $880.00 to settle auto accident with County vehicle. (Safety Division)

BACKGROUND

DOI: 02/20/15 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Fred Loya Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/25/2015 09:48 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Aida Alvarez		Started On: 06/25/2015 09:31 AM
Final Approval Date: 07/02/2015		

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY

Frost Bank
Fort Worth, TX
30-9/1140

10148244

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 6 MONTHS FROM DATE OF ISSUE.

PAY * EIGHT HUNDRED EIGHTY DOLLARS & 00 CENTS----------

TO THE ORDER OF THE COUNTY OF HIDALGO, TEXAS
9805 NORTH 10TH STREET
MC ALLEN, TX 78504

880.00
CHECK AMOUNT

5/21/15

COMMENTS: SUBROGATION PAYMENT FOR A 2009 FORD F150

NEZ

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES – SEE BACK FOR DETAILS

3570 G1

PATENTS 6,187,756 - 5,340,169

⑈00 10148244⑈ ⑆114000093⑆ 6500 16756⑈

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

10148244

DATE	DRAFT#	CLAIM#	POLICY#	AMOUNT
5/21/15	10148244	555 19281	65 404822297	880.00

INSURED: RICARDO E CORTES

THE COUNTY OF HIDALGO, TEXAS
ATTN : SAFETY DIVISION
9805 NORTH 10TH STREET
MC ALLEN, TX 78504

UNIVERSAL CLAIMS SERVICES, INC.
P.O. BOX 5609
MCALLEN, TX 78502-5609
PHONE: (956) 994-1277 FAX: 994-9958

***** ESTIMATE *****

02/23/2015 12:12 PM

Owner

Owner: Hidalgo Co.Safety Division

Control Information

Loss Date/Time: 02/02/2015
Deductible: Unknown
File # : 01-44092CG

Loss Type: Collision
Accounting # :

Ins. Company: Universal Claims Services
Company Contact: Montalvo Ins.
Address: P. O. Box 5609
City State Zip: McAllen, TX 78502-5609
Email: UniClmSrv@aol.com

Work/Day: (956)994-1277
FAX: (956)994-9958

Insured: Hidalgo Co.Safety Division

Claim Rep: Sylvia Anciso
Contact: Unkn

Inspection

Inspection Date: 02/23/2015
Inspection Location: Parking Lot
City State Zip: McAllen, TX 78501
Primary Impact: Rear

Inspection Type: Independent Field
Contact:
FAX:
Secondary Impact:

Appraiser Name: Charlie Guerra
Address:
City State Zip:
Email: uniclmsrv@aol.com

Appraiser License # :
Work/Day: (956)994-1277
FAX: (956)994-9958

Vehicle

2009 Ford F-150 XL 4 DR Ext Cab Short Bed
8cyl Gas 4.6 3-Valve
6-Speed Automatic

Lic.Plate: 106-1950
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Fair
Ext. Color: Red
Ext. Refinish: Two-Stage

Lic State: TX
VIN: 1FTRX12W39KA17256
Mileage: 77,521
Mileage Type: Actual
Code: P8254C
Int. Color:
Int. Refinish:

Options

AM/FM Stereo	Air Conditioning	Anti-Lock Brakes

Center Console	Dual Airbags	Floor Mats
Full Size Spare Tire	Halogen Headlights	Head Airbags
Hinged Fourth Door	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Step Bumper
Side Airbags	Split Folding Rear Seat	Split Front Bench Seat
Stability Cntrl Suspensn	Styled Steel Wheels	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Vinyl Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Bumper										
1	EC	565		Bumper,Rear Step >> keystone	Replace Economy	$402.00*			1.4	SM
2	L	565	13	Bumper,Rear Step	Refinish				2.5	RF
3	I	321		Brkt,Rear Bumper Mtg LT	Repair				1.0*	SM
4	L	321		Brkt,Rear Bumper Mtg LT	Refinish				0.3	RF
5	I	322		Brkt,Rear Bumper Mtg RT	Repair				1.0*	SM
6	L	322		Brkt,Rear Bumper Mtg RT	Refinish				0.3	RF
7	EC	569		Pad,Rear Bumper Step	Replace Economy	$120.00*			INC	SM
Manual Entries										
8	SB	M60		Hazardous Waste Removal	Sublet Repair	$5.00*				SM

8 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts	$522.00	
Paint & Materials	$93.00	
Parts & Material Total		$615.00

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	$40.00	1.4	2.0	3.4	$136.00
Mech/Elec (ME)	$75.00				
Frame (FR)	$48.00				
Refinish (RF)	$40.00	3.1		3.1	$124.00
Paint & Materials	$30.00				

Labor Total	6.5 Hours		$260.00
Sublet Repairs		$5.00	
Gross Total			**$880.00**
Less: Deductible			Unknown-
Net Total			**$880.00**

Alternate Parts No

AI-50322 **Human Resources** **9. A.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Community Service Agency:
1. Requesting waiver of Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions, effective next pay period of 07/13/2015:

Action	Slot#	Position Title	Current/Proposed Budgeted Salary
Delete	0002	Program Specialist	$64,917.00
Create	0043	Manager, Administrative Operations	$62,000.00

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

Community Service Agency Account/Cost Savings

Attachments

PAR Forms & Job Descriptions
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/01/2015 04:52 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Diana Munoz Started On: 07/01/2015 03:57 PM

Final Approval Date: 07/02/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Community Service Agency **DATE:** 07/01/2015

CURRENT POSITION TITLE: Program Specialist **CURRENT SLOT. #:** 002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

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

POSITION SALARY REQUEST:

Salary Amount: $ 64,917.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ - 64,917.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other TDHCA - Grant Funds

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)

Position no longer needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

Oversees all administrative aspects of the agency to include personnel and fiscal areas.

Please see attached job description

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

Position was not budgeted correctly for fiscal year 2015. Actual salary for this position was $64,917. Budgeted salary shows $54,996. The discrepancy will be corrected for the 2016 budget year commencing January 1, 2016.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE July 1, 2015	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 7/1/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 7/1/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Community Service Agency **DATE:** July 1, 2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 043

REQUESTED POSITION TITLE: Manager, Administrative Operations
(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) $ 62,000.00 (Proposed Budgeted Salary) $ 62,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other TDHCA - Grant Funds

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ 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)

Duties to include oversight of the fiscal operations of the agency together with oversight of the day to day operations of the agency.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE July 1, 2015	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 7/1/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 7/2/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMUNITY SERVICE AGENCY

MANAGER, ADMINISTRATIVE OPERATIONS

ALL POSITIONS WITH CSA ARE CONTINGENT ON FUNDING ON A YEAR-TO-YEAR BASIS

GENERAL DESCRIPTION

Under the direction of the Executive Director oversees all aspect of operations to include: fiscal operations such as accounts payable, payroll, budgeting, etc.; personnel matters; procurement and inventory; audit and compliance; research and planning; and reporting.

EXAMPLES OF WORK PERFORMED

Provides direction, guidance, and assistance in program area(s)

Establishes goals and objectives that support overall strategies; plans, develops, and approves schedules, priorities, and standards for achieving goals; and directs evaluation activities

Plans, develops, implements, coordinates, monitors, and evaluates policies

Reviews guidelines, procedures, rules, and regulations; and monitors compliance

Reviews and approves management, productivity, and financial reports and studies

Reviews results of special investigations, internal audits, research studies, forecasts, and modeling exercises to provide direction and guidance

Reviews budgets and provides final approval

Develops and implements techniques for evaluating program activities

Develops goals and objectives consistent with the department strategic plan

Plans, assigns, and supervises the work of others

Administers and supervises personnel matters which include hiring, disciplinary actions, terminations, employee reviews / evaluations, motivation, recommending pay increases or action, approving leave, new hire training, and recommending continuing education opportunities that are available for staff

Directs or oversees managerial handling of personnel matters including resolution of departmental employee disputes

Acts as a resource for staff questions regarding, methods and procedures and customer client or citizen issues, policies and etc

Directs the development and administration for the department's annual budget including capital and fixed cost expenditures; monitors costs and levels of staffing, equipment, materials and supplies; and monitors and approves expenditures as well as implements cost saving programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Minimum of five (5) years of experience preferred in the management and direction of a department relevant to assignment including two (2) year of supervisory experience within the related field

Graduation from an accredited four (4) year college or university with Bachelor's degree in business, public administration, engineering or related field

Two (2) years of experience may be substituted for one (1) year of education

Certificates, Licenses & Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations relevant to program areas and of the principles and practices of public administration and management

Ability to direct and organize program activities; to establish program goals and objectives that support the strategic plan; to identify problems, evaluate alternatives, and implement effective solutions; to develop and evaluate policies and procedures; to prepare repost to communicate effectively; and to plan, assign, and supervise the work of others

Planning and practices of program management, budgeting and implementation

Knowledge of administrative procedures

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 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
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: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 07, 2015 Agenda Item: 50322

Summary of request/proposal:
Community Service Agency:
Discussion, consideration and approval of the following personnel actions, effective next pay period of 07/13/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
XXXX	Program Specialist	0002	113	64,917.00	0.00	(64,917.00)
XXXX	Manager, Administrative Operations	0043	113	0.00	62,000.00	62,000.00
				64,917.00	62,000.00	(2,917.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-XXXX-XXX-XX-XXX-XXX-X	113	CSA-	REGULAR FULL TIME	($1,385.85)
5-XXXX-XXX-XX-XXX-XXX-X	211	CSA-	HEALTH INSURANCE	$0.00
5-XXXX-XXX-XX-XXX-XXX-X	212	CSA-	LIFE INSURANCE	$0.00
5-XXXX-XXX-XX-XXX-XXX-X	220	CSA-	FICA	($106.02)
5-XXXX-XXX-XX-XXX-XXX-X	230	CSA-	RETIREMENT	($147.32)
5-XXXX-XXX-XX-XXX-XXX-X	250	CSA-	UNEMPLOYMENT COMP	($8.32)
5-XXXX-XXX-XX-XXX-XXX-X	260	CSA-	WORKER'S COMP	($2.91)
			2015 Budgetary Impact	($1,650.42)

2016 Budgetary Impact: ($3,473.86)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-50284 **Human Resources** **9. B.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Sanitation (1100)/Pct. 2 Road Maintenance (1200):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Approval of the following personnel actions, effective next full pay period 07/13/15:

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Delete	122-001 Sanitation	0003	Attendant III	$28,247.00	-	-	($28,247.00)
Reclassify	122-001 Sanitation	0002	Heavy Equip. Operator I	$29,207.00	Heavy Equip. Operator II	$34,589.00	$5,382.00
Reclassify	122-001 Sanitation	0010	Heavy Equip. Operator I	$27,341.00	Heavy Equip. Operator II	$34,589.00	$7,248.00
Reclassify	122-001 Sanitation	0016	Maintenance I	$23,384.00	Maintenance II	$25,426.00	$2,042.00
Reclassify	122-001 Sanitation	0019	Maintenance Worker I	$23,015.00	Maintenance II	$25,426.00	$2,411.00
Salary Adjustment	122-001 Sanitation	0007	Truck Driver II	$27,826.00	Truck Driver II	$32,029.00	$4,203.00
Salary Adjustment	122-001 Sanitation	0008	Truck Driver II	$27,443.00	Truck Driver II	$32,029.00	$4,586.00
Reclassify	122-006 Rd Maint	0014	Mechanic III	$35,785.00	Mechanic IV	$43,574.00	$7,789.00
Reclassify	122-006 Rd Maint	0016	Heavy Equip. Operator II	$31,296.00	Heavy Equip. Operator III	$40,347.00	$9,051.00
Reclassify	122-006 Rd Maint	0026	Truck Driver I	$28,399.00	Truck Driver II	$32,029.00	$3,630.00
Reclassify	122-006 Rd Maint	0035	Maintenance II	$25,960.00	Maintenance III	$29,656.00	$3,696.00
Reclassify	122-006 Rd Maint	0037	Traffic Safety Spec. I	$25,086.00	Traffic Safety Spec. III	$32,029.00	$6,943.00
Reclassify	122-006 Rd Maint	0040	Maintenance I	$24,038.00	Maintenance III	$29,656.00	$5,618.00
Reclassify	122-006 Rd Maint	0065	Heavy Equip. Operator I	$25,091.00	Heavy Equip. Operator II	$34,589.00	$9,498.00
Salary Adjustment	122-006 Rd Maint	0012	Heavy Equip. Operator III	$35,710.00	Heavy Equip. Operator III	$40,347.00	$4,637.00
Salary Adjustment	122-006 Rd Maint	0024	Truck Driver III	$29,391.00	Truck Driver III	$34,589.00	$5,198.00
Salary Adjustment	122-006 Rd Maint	0028	Truck Driver II	$27,826.00	Truck Driver II	$32,029.00	$4,203.00
Salary Adjustment	122-006 Rd Maint	0029	Truck Driver II	$27,826.00	Truck Driver II	$32,029.00	$4,203.00
Salary Adjustment	122-006 Rd Maint	0064	Heavy Equip Operator I	$25,091.00	Heavy Equip Operator I	$29,656.00	$4,565.00

3. Approval of intra/interdepartmental transfer(s).
4. Approval to revise the salary schedules in accordance with Commissioners Court Action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Funds available as of 7/2/15.

Attachments

Fiscal Note
Transfer
PARs
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 11:49 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Angela Garcia		Started On: 06/30/2015 08:32 AM
Final Approval Date: 07/02/2015		

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: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 07, 2015 Agenda Item: 50284

Summary of request/proposal:
PCT #2 SANITATION-
Approval of the following personnel actions, effective next full pay period 7/13/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Attendant III	0003	113	28,247.00	0.00	(28,247.00)
1100	Heavy Equip. Operator I	0002	113	29,207.00	34,589.00	5,382.00
1100	Heavy Equip. Operator I	0010	113	27,341.00	34,589.00	7,248.00
1100	Maintenance I	0016	113	23,384.00	25,426.00	2,042.00
1100	Maintenance Worker I	0019	113	23,015.00	25,426.00	2,411.00
1100	Truck Driver II	0007	113	27,826.00	32,029.00	4,203.00
1100	Truck Driver II	0008	113	27,443.00	32,029.00	4,586.00
				186,463.00	184,088.00	(2,375.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-432-00-122-001-0-	113	PCT2 SANITATION-	REGULAR FULL TIME	($1,128.35)
5-1100-432-00-122-001-0-	211	PCT2 SANITATION-	HEALTH INSURANCE	($2,816.37)
5-1100-432-00-122-001-0-	212	PCT2 SANITATION-	LIFE INSURANCE	($17.84)
5-1100-432-00-122-001-0-	220	PCT2 SANITATION-	FICA	($86.32)
5-1100-432-00-122-001-0-	230	PCT2 SANITATION-	RETIREMENT	($119.94)
5-1100-432-00-122-001-0-	250	PCT2 SANITATION-	UNEMPLOYMENT COMP	($6.77)
5-1100-432-00-122-001-0-	260	PCT2 SANITATION-	WORKER'S COMP	($77.63)
			2015 Budgetary Impact	($4,253.22)

2016 Budgetary Impact: ($8,952.36)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, July 07, 2015 Agenda Item: 50284

Summary of request/proposal:
PCT #2 RD MAINT-
Approval of the following personnel actions, effective next full pay period 7/13/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Mechanic III	0014	113	35,785.00	43,574.00	7,789.00
1200	Heavy Equip. Operator II	0016	113	31,296.00	40,347.00	9,051.00
1200	Truck Driver I	0026	113	28,399.00	32,029.00	3,630.00
1200	Maintenance II	0035	113	25,960.00	29,656.00	3,696.00
1200	Traffic Safety Spec. I	0037	113	25,086.00	32,029.00	6,943.00
1200	Maintenance I	0040	113	24,038.00	29,656.00	5,618.00
1200	Heavy Equip. Operator I	0065	113	25,091.00	34,589.00	9,498.00
1200	Heavy Equip. Operator III	0012	113	35,710.00	40,347.00	4,637.00
1200	Truck Driver III	0024	113	29,391.00	34,589.00	5,198.00
1200	Truck Driver II	0028	113	27,826.00	32,029.00	4,203.00
1200	Truck Driver II	0029	113	27,826.00	32,029.00	4,203.00
1200	Heavy Equip. Operator I	0064	113	25,091.00	29,656.00	4,565.00
				341,499.00	410,530.00	69,031.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-006-0-	113	PCT2 RD MAINT-	REGULAR FULL TIME	$32,796.34
5-1200-431-00-122-006-0-	211	PCT2 RD MAINT-	HEALTH INSURANCE	$0.00
5-1200-431-00-122-006-0-	212	PCT2 RD MAINT-	LIFE INSURANCE	$0.00
5-1200-431-00-122-006-0-	220	PCT2 RD MAINT-	FICA	$2,508.92
5-1200-431-00-122-006-0-	230	PCT2 RD MAINT-	RETIREMENT	$3,486.25
5-1200-431-00-122-006-0-	250	PCT2 RD MAINT-	UNEMPLOYMENT COMP	$196.78
5-1200-431-00-122-006-0-	260	PCT2 RD MAINT-	WORKER'S COMP	$2,256.39
			2015 Budgetary Impact	$41,244.68

2016 Budgetary Impact: $86,813.39

Possible Funding Sources: To be funded from within.

Comments:

DATE: July 2, 2015

2015
Transfer

AI-50284

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct2 Rd Maint

ACCOUNT NUMBER: 5-1200-431-00-122-006-0-XXX

Contact Person: Patricia Ramos **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	113	Regular Full Time	32,796.34
890	Other	220	FICA	2,508.92
890	Other	230	Retirement	3,486.25
890	Other	250	Unemployment Comp	196.78
890	Other	260	Worker's Comp	2,256.39
			TOTAL	$ 41,244.68

REASON:
Transfer needed to fund personnel related items for AI-50284 based on 2015 Budgetary Impact.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation 122-001 **DATE:** 07/07/15

CURRENT POSITION TITLE: Attendant III **CURRENT SLOT. #:** 0003

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,247.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) PR $ (28,247.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Vacant Position

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Eddie C DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A-Lorenz /spa HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation 122-001 **DATE:** 07/07/15

CURRENT POSITION TITLE: Heavy Equipment Operator I **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: Heavy Equipment Operator II
(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: $ 29,207.00 (Current Budgeted Salary) $ 34,589.00 (Proposed Budgeted Salary) $ 5,382.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Eddie	DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A. Cortez/ epa	HUMAN RESOURCES DIRECTOR	07-06-15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation 122-001 **DATE:** 07/07/15

CURRENT POSITION TITLE: Heavy Equipment Operator I **CURRENT SLOT. #:** 0010

REQUESTED POSITION TITLE: Heavy Equipment Operator II
(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: $ 27,341.00 (Current Budgeted Salary) $ 34,589.00 (Proposed Budgeted Salary) $ 7,248.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Eddie V DEPARTMENT HEAD	7-16-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/ppe HUMAN RESOURCES DIRECTOR	07-06-15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation 122-001 **DATE:** 07/07/15

CURRENT POSITION TITLE: Maintenance I **CURRENT SLOT. #:** 0016

REQUESTED POSITION TITLE: Maintenance II
(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: $ 23,384.00 (Current Budgeted Salary) $ 25,426.00 (Proposed Budgeted Salary) $ 2,042.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela A. Cortez /aga HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation 122-001 **DATE:** 07/07/15

CURRENT POSITION TITLE: Maintenance Worker I **CURRENT SLOT. #:** 0019

REQUESTED POSITION TITLE: Maintenance II
(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: $ 23,015.00 (Current Budgeted Salary) $ 25,426.00 (Proposed Budgeted Salary) $ 2,411.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Eddie V DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez /epa HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation 122-001 **DATE:** 07/07/15

CURRENT POSITION TITLE: Truck Driver II **CURRENT SLOT. #:** 0007

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,826.00 (Current Budgeted Salary) $ 32,029.00 (Proposed Budgeted Salary) $ 4,203.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Pct. 2, provide a reasonable living wage to County employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioners' precincts.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	7.6.15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez/esp HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Sanitation 122-001 **DATE:** 07/07/15

CURRENT POSITION TITLE: Truck Driver II **CURRENT SLOT. #:** 0008

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,443.00 (Current Budgeted Salary) $ 32,029.00 (Proposed Budgeted Salary) $ 4,586.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other 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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Pct. 2, provide a reasonable living wage to County employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioners' precincts.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Eddie C DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez /apa HUMAN RESOURCES DIRECTOR	07-06-15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
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HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Mechanic III **CURRENT SLOT. #:** 0014

REQUESTED POSITION TITLE: Mechanic IV
(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: $ 35,785.00 (Current Budgeted Salary) $ 43,574.00 (Proposed Budgeted Salary) $ 7,789.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	07-06-15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Heavy Equipment Operator II **CURRENT SLOT. #:** 0016

REQUESTED POSITION TITLE: Heavy Equipment Operator III
(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: $ 31,296.00 (Current Budgeted Salary) $ 40,347.00 (Proposed Budgeted Salary) $ 9,051.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/ep HUMAN RESOURCES DIRECTOR	07-06-15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Truck Driver I **CURRENT SLOT. #:** 0026

REQUESTED POSITION TITLE: Truck Driver II
(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: $ 28,399.00 (Current Budgeted Salary) $ 32,029.00 (Proposed Budgeted Salary) $ 3,630.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Eddie V DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/epa HUMAN RESOURCES DIRECTOR	07-06-15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Maintenance II **CURRENT SLOT. #:** 0035

REQUESTED POSITION TITLE: Maintenance III
(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: $ 25,960.00 (Current Budgeted Salary) $ 29,656.00 (Proposed Budgeted Salary) $ 3,696.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Traffic Safety Specialist I **CURRENT SLOT. #:** 0037

REQUESTED POSITION TITLE: Traffic Safety Specialist III
(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: $ 25,086.00 (Current Budgeted Salary) $ 32,029.00 (Proposed Budgeted Salary) $ 6,943.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Maintenance I **CURRENT SLOT. #:** 0040

REQUESTED POSITION TITLE: Maintenance III
(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: $ 24,038.00 (Current Budgeted Salary) $ 29,656.00 (Proposed Budgeted Salary) $ 5,618.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Lortz /jpc HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Heavy Equipment Operator I **CURRENT SLOT. #:** 0065

REQUESTED POSITION TITLE: Heavy Equipment Operator II
(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: $ 25,091.00 (Current Budgeted Salary) $ 34,589.00 (Proposed Budgeted Salary) $ 9,498.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Reclassification of this position is necessary to meet the Precincts departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Eddie V DEPARTMENT HEAD	7-6-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez /ajr HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Heavy Equipment Operator III **CURRENT SLOT. #:** 0012

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 35,710.00 (Current Budgeted Salary) $ 40,347.00 (Proposed Budgeted Salary) $ 4,637.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Pct. 2, provide a reasonable living wage to County employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioners' precincts.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-6-2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Truck Driver III **CURRENT SLOT. #:** 0024

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 29,391.00 (Current Budgeted Salary) $ 34,589.00 (Proposed Budgeted Salary) $ 5,198.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Pct. 2, provide a reasonable living wage to County employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioners' precincts.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	7-6-2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/ese HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Truck Driver II **CURRENT SLOT. #:** 0028

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,826.00 (Current Budgeted Salary) $ 32,029.00 (Proposed Budgeted Salary) $ 4,203.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Pct. 2, provide a reasonable living wage to County employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioners' precincts.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-6-2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esthela A. Cortez/ofc HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Truck Driver II **CURRENT SLOT. #:** 0029

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,826.00 (Current Budgeted Salary) $ 32,029.00 (Proposed Budgeted Salary) $ 4,203.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Pct. 2, provide a reasonable living wage to County employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioners' precincts.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	7-6-2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez/pp HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 2 Road Maintenance 122-006 **DATE:** 07/07/15

CURRENT POSITION TITLE: Heavy Equipment Operator I **CURRENT SLOT. #:** 0064

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 25,091.00 (Current Budgeted Salary) $ 29,656.00 (Proposed Budgeted Salary) $ 4,565.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

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)

Adjustment of salary is essential in order to maintain the efficient operation of services provided by Pct. 2, provide a reasonable living wage to County employees, and as a matter of achieving parity with comparable salaries for these positions in all other Commissioners' precincts.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-6-2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez /efa HUMAN RESOURCES DIRECTOR	07.06.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7/6/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: **Precinct #2** **DATE: 07/02/2015**

DEPARTMENT NUMBER: **122** **PROGRAM No.: 001**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0002**

Heavy Equipment Operator I	$ 29,207.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Heavy Equipment Operator II	$ 34,589.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Joshua Cortez	7/2/2015
Human Resources Representative	**Date**
Norma G. Garcia	07/06/15
County Treasurer Representative	**Date**
	7/6/2015
Budget & Management Representative	**Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct #2 **DATE:** 07/02/2015

DEPARTMENT NUMBER: 122 **PROGRAM No.:** 001

CURRENT GRADE/TITLE: **CURRENT SLOT No.:** 0010

Heavy Equipment Operator I	$ 27,341.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Heavy Equipment Operator II	$ 34,589.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Estela A. Cortez	7/2/2015
Human Resources Representative	**Date**
Norma G. García	07/06/15
County Treasurer Representative	**Date**
	7/6/2015
Budget & Management Representative	**Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: **Precinct #2** **DATE: 07/02/2015**

DEPARTMENT NUMBER: **122** **PROGRAM No.: 001**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0016**

Maintenance I	$ 23,384.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Maintenance II	$ 25,426.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Bertha A. Cortez	7/7/2015
Human Resources Representative	**Date**
Norma G. García	07/06/15
County Treasurer Representative	**Date**
	7/6/2015
Budget & Management Representative	**Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: **Precinct #2** **DATE: 07/02/2015**

DEPARTMENT NUMBER: **122** **PROGRAM No.: 001**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0019**

Maintenance Worker I	$ 23,015.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Maintenance II	$ 25,426.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	**Date** 7/2/2015
County Treasurer Representative	**Date** 07/06/15
Budget & Management Representative	**Date** 7/6/2015

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct#2 **DATE:** 07/02/2015

DEPARTMENT NUMBER: 122 **PROGRAM No.:** 006

CURRENT GRADE/TITLE: **CURRENT SLOT No.:** 0014

Mechanic III	$35,785.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Mechanic IV	$43,574.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	Date: 7/3/2015
County Treasurer Representative	Date: 07/06/15
Budget & Management Representative	Date: 7/6/2015

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct#2 **DATE: 07/02/2015**

DEPARTMENT NUMBER: 122 **PROGRAM No.: 006**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0016**

Heavy Equipment Operator II	$31,296.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Heavy Equipment Operator III	$40,347.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	Date 7/2/2015
County Treasurer Representative	Date 07/06/15
Budget & Management Representative	Date 7/6/2015

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct# 2 **DATE: 07/02/2015**

DEPARTMENT NUMBER: 122 **PROGRAM No.: 006**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0026**

Truck Driver I	$28,399.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Truck Driver II	$32,029.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	7/2/2015 **Date**
Norma G. García **County Treasurer Representative**	07/06/15 **Date**
Budget & Management Representative	7/6/2015 **Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct#2 **DATE:** 07/02/2015

DEPARTMENT NUMBER: 122 **PROGRAM No.:** 006

CURRENT GRADE/TITLE: **CURRENT SLOT No.:** 0035

Maintenance II	$25,960.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Maintenance III	$29,656.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	**Date** 7/2/2015
County Treasurer Representative	**Date** 07/06/15
Budget & Management Representative	**Date** 7/16/2015

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct#2 **DATE:** 07/02/2015

DEPARTMENT NUMBER: 122 **PROGRAM No.:** 006

CURRENT GRADE/TITLE: **CURRENT SLOT No.:** 0037

Traffic Safety Specialist I	$25,086.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Traffic Safety Specialist III	$32,029.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	7/6/2015 **Date**
County Treasurer Representative	07/06/15 **Date**
Budget & Management Representative	7/6/2015 **Date**

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct #2 **DATE: 07/02/2015**

DEPARTMENT NUMBER: 122 **PROGRAM No.: 006**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0040**

Maintenance I	$24,038.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Maintenance III	$29,656.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	**Date** 7/2/2015
County Treasurer Representative	**Date** 07/06/15
Budget & Management Representative	**Date** 7/6/2015

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Precinct #2 **DATE: 07/02/2015**

DEPARTMENT NUMBER: 122 **PROGRAM No.: 006**

CURRENT GRADE/TITLE: **CURRENT SLOT No.: 0065**

Heavy Equipment Operator I	$ 25,091.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Heavy Equipment Operator II	$ 34,589.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	**Date** 7/2/2015
County Treasurer Representative	**Date** 07/06/15
Budget & Management Representative	**Date** 7/6/2015

AI-50293 **Health & Human Services Dept.** **10. A.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval for Hidalgo County Health & Human Services Department to participate in the Texas Revenue Generation Learning Collaborative sponsored by the Texas Department of State Health Services. The purpose of the project is to improve local health department systems for revenue generation.

BACKGROUND

The Texas Local Health Department Revenue Generation Learning Collaborative is a year-long program to support the development and expansion of systems to support billing third party payers, increase revenue generation, and enhance long-term financial sustainability of local health departments in Texas.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact to general fund.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/01/2015 08:46 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Mike Escaname Started On: 06/30/2015 03:08 PM

Final Approval Date: 07/02/2015

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

KIRK COLE
INTERIM COMMISSIONER

June 29, 2015

Eduardo Olivarez
Hidalgo County Health Department
1304 South 25th Street
Edinburg, TX 78542

Dear Mr. Olivarez: Eddie,

On behalf of the Department of State Health Services, I invite Hidalgo County Health Department to participate in the Texas Revenue Generation Learning Collaborative (Collaborative), a project to improve local health department systems for revenue generation. This project will bring together a select group of local health department (LHD) staff from across Texas to receive customized training and technical assistance to improve revenue generation practices such as use of sliding fee scales and billing public and private health plans.

The Collaborative is a partnership between the Division for Disease Control and Prevention Services and the Division for Regional and Local Health Services in the Texas Department of State Health Services (DSHS), The University of Texas at Austin and our LHDS.

The Collaborative requires a 15 month commitment, starting with a brief assessment of current activities in August 2015 and a kick-off meeting in September to select specific projects associated with revenue generation. For this meeting we ask you to select representatives to serve as team leads. In our past collaboration these representatives were program managers and front line staff. These leaders in turn will recruit a cross-functional workgroup to implement the project over the year long period. In addition, they will participate in two in-person meetings, short monthly check in calls and at least three Collaborative conference calls to share insights with other LHD teams and receive assistance from experts and peers on critical issues via distance learning. Team leads also receive assistance via distance learning as needed to address issues encountered during their projects.

More information on the Collaborative is included in the attached supplemental documents. We request notification of your decision on participation by July 10, 2014.

If you have questions about the Collaborative, please contact Mary Starboard, at 512-776-2573 or mary.starboard@dshs.state.tx.us. We request that you indicate your participation via email to Ms. Starboard.

Thank you

With Regards,

David W. Gruber

The Texas Revenue Generation Learning Collaborative

Program Overview
The Texas Local Health Department Revenue Generation Learning Collaborative (Collaborative) is a year-long program to support the development and expansion of systems to support billing third party payers, increase revenue generation, and enhance long-term financial sustainability of local health departments in Texas. Up to nine local health departments (LHD) will be invited to participate.

Benefits
Your organization will have access to customized training opportunities, focused technical assistance, and tools to develop and implement revenue generation and billing systems. You will also have the opportunity to exchange lessons learned with other local health departments. Each participating LHD is anticipated to move one to two1-2 steps forward on the attached change model. .

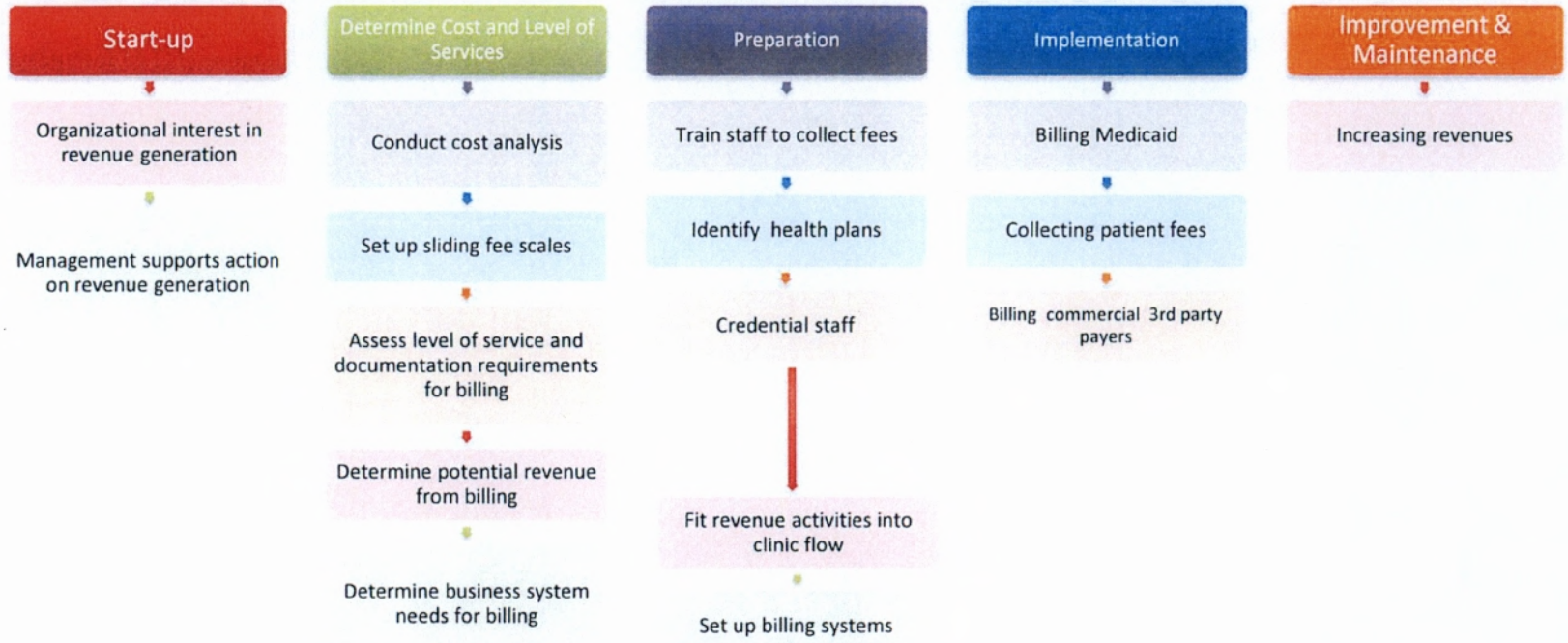
Expectations
The following are expectations for the agencies participating in the Collaborative:

- Agency executive leadership support for participation in this effort.
- Program/Clinical Manager staff interest in participating in this effort.
- Participation by business process management staff.
- Identification of an agency team to participate in defined projects to enhance revenue generation capacity, including a staff person to serve as the onsite champion.
- Commitment to 14 months of participation in face-to-face trainings, monthly phone calls, quarterly webinars according to the schedule below as well as pre-work and initial assessment.

Key Dates (exact dates TBD):

- **Week of July 13th -** Introductory webinar -
- **17 – 28 August** - Brief assessment of current revenue generation of each agency via telephone
- **September** - Two day training in Austin for onsite champion and one to two additional staff.
- **October 2015 – September 2016** - Agency teams work on projects, with monthly check-in phone calls to begin in October.
- **November 2015 - August 2016** – Two Collaborative webinars to report on progress.
- **September 2016**- Final In-person meeting to share successes and lessons.

Texas Local Health Department Revenue Generation Collaborative- Stages of Change Process



AI-50276 **Health & Human Services Dept.** **10. B.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant application for the DSHS Community Preparedness One-Time funding opportunity in the amount of $77,344.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-047-6-XXX

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

BUDGETARY IMPACT:

Requires 10% local match. Local match has been reserved during 2015 budget process; Reference account #5-1100-491-01-000-293-6-891.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	06/29/2015 08:47 AM
Manuel Chapa	Manuel Chapa	06/30/2015 06:22 PM
Budget & Management	Damaris San Miguel	07/01/2015 08:45 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Mike Escaname		Started On: 06/26/2015 04:25 PM
Final Approval Date: 07/02/2015		

Mike Escaname

From: Wilczynski,Jonah (DSHS) <Jonah.Wilczynski@dshs.state.tx.us>
Sent: Friday, June 26, 2015 3:56 PM
To: 'Eddie Olivarez' (eddie.olivarez@hchd.org); Eva Rubio (evangelina.rubio@hchd.org); 'mike.escaname@hchd.org'
Subject: BP4 - One Time Allocation
Attachments: Blank FY16 Contract Renewal Checklist.xlsx; Blank FY16-BP4 Budget Templates with Match.xls

Dear FY16 Contractor,

Please find attached the FY16/BP4 PHEP base flat rate budget with the following information to be completed:

- Your FY16 allocation dollar amount is $77,344 for Program ID: CPS/OT-UNIQUE. Please note that this is one time funding.
- The FY16 contract will be in effect from **November 1, 2015** through **June 30, 2016**.
- The budget will be reviewed and processed in the order in which it is received. Please note that you as the contractor are required to provide **matching funds of 10%** of the allocation amount.
- In the attachments are the Budget Templates, including the Face Page and Contact Page to be completed.
- Budgets will only be accepted on the attached **new** budget template labeled FY 2016 (Face Page).
- The budget templates are locked to prevent the deletion of formulas. Dollar amounts must be in whole numbers; do not use cents or formulas in the Excel cells.
- Budgets with dollar amounts not represented as whole numbers or inadequate justifications will be returned for revision.
- Return the completed Budget Template and Checklist in an email to me by **Friday, July 10, 2015.**

Please contact me regarding any questions.

Thank you,

Jonah Wilczynski, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
1100 W. 49th Street Austin, Texas 78756
Mail Code: 1990
512/776-3968 (Direct), 512/776-7391 (Fax)

AI-50263 **Health & Human Services Dept.** **10. C. 2.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration and approval to drawdown funds for Demonstration Year 2 & 3 DSRIP in the amount of $9,699,734.21 and DY 4 DSRIP Monitoring in the amount of $82,296.71 from the Local Provider Participation Fund (HHSC requires that two separate transactions be submitted into TEXNET no later than July 7th with a Settlement date of July 8th).

B. Approval of Certification of Revenues as certified by the County Auditor from the Local Provider Participation Fund in the amount of $9,782,030.92.

C. Approval of 2015 Appropriation of funds from the Local Provider Participation Fund in the amount of $9,782,030.92 for Demonstration Year 2 & 3 DSRIP and DY 4 DSRIP Monitoring.

BACKGROUND

Attached are the following files: DSRIP Notification-April DY4 Reporting Affiliation Summary and April DY4 Reporting IGT Summary spreadsheets. These spreadsheets include DY4 DSRIP payments for DY4 Reporting (April), DY2 Carryforward Reporting, DY3 Carryforward Reporting, and DSRIP Monitoring.

The April DY4 Reporting Affiliation Summary spreadsheet has separate tabs for each Regional Healthcare Partnership (RHP)and contains the Intergovernmental Transfer (IGT) needed, by affiliation, for DY 4 DSRIP payments for DY 4 Reporting (April), DY2 Carryforward Reporting, and DY 3 Carryforward Reporting.

The April DY4 Reporting IGT Summary spreadsheet has separate tabs for each RHP and contains the total IGT needed by IGT Entity Name for the DY 4 DSRIP payments for DY 4 Reporting (April), DY2 Carryforward Reporting, DY3 Carryforward Reporting, and DSRIP Monitoring.

Please note that this is the final opportunity to IGT for DY2 DSRIP payments

The Transformation Waiver Team will be emailing providers information regarding how much will be paid by project. Health and Human Services Commission (HHSC) Rate Analysis is unable to answer questions regarding this information.

HHSC requires that two separate transactions be submitted into TexNet. One for the IGT due for DSRIP payment, which should be placed in the DSRIP bucket and the other for DSRIP Monitoring, which should be placed in the DSRIP Audit Cost bucket. Failure to submit two separate transactions may result in a delayed payment for the providers that an IGT Entity is funding as additional steps are required to move the funds to the correct Funding Bucket. If the full DSRIP Monitoring amount is not received in the DSRIP Audit Cost bucket, HHSC will reduce the IGT available for DY 4 DSRIP by the amount due for the DSRIP monitoring. Since this requires additional manual work, payment to the IGT Entity's affiliated providers may be delayed.

IGT Entities may choose to IGT less than the required amount; however, all affiliated providers and projects will be paid proportionately. IGT may not be directed towards specific providers, projects or metrics.

A screen shot/.pdf of the confirmation/trace sheet or email of the confirmation number if the TexNet is submitted over the phone is required and must be emailed to Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us. We are requesting that all government entities enter their IGT transactions into TexNet no later than July 7th with a Settlement Date of July 8th. No IGT's submitted after July 8th will be accepted.

HHSC Accounting will request the Comptroller to issue payments according to the below estimated schedule:

July 7, 2015 Last Date for Public Entities to enter TexNet and submit Trace Numbers
July 8, 2015 TexNet Sweeps (Settlement Date of funds)
July 21, 2015 Payment issue date for Top 20 Entities for DY4 payments (Transferring Hospitals “Big 6” and Remaining entities up to 20) ** We will not know who the other 14 entities are until the payment is processed**
July 31, 2015 Payment issue date for remaining DSRIP Providers for DY4 and all

providers for DY3 and DY2 payments

Thank you,

HHSC Hospital Rate Analysis
Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030

Fiscal Impact

Attachments

DY 4 DSRIP IGT NOTIFICATION
Appropriation
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/24/2015 05:15 PM
Manuel Chapa	Manuel Chapa	06/30/2015 06:21 PM
Budget & Management	Damaris San Miguel	07/01/2015 08:47 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Dairen Sarmiento Started On: 06/24/2015 03:26 PM
Final Approval Date: 07/02/2015

To: cgibson@umcelpaso.org; cgswaney@sbcglobal.net; Chalonnes.hoover@stctr.org; chernandez@ehnelpaso.org; chris.munn@co.lampasas.tx.us; christy@hchdst.org; cindy.lent@co.llano.tx.us; citymanager@cityofluling.net; citysecretary@cityofluling.net; cklein@trhta.net; ckoehne@wacounty.com; clandler@tarrantcounty.com; Clong@wilco.org; cmh.ehelms@cogdellhospital.com; cmh.jeverett@cogdellhospital.com; cmh.khanley@cogdellhospital.com; cnorris@gonzaleshealthcare.com; cojudge@co.somervell.tx.us; coke@pecanvalley.org; colt@noconageneral.com; Connie.Almeida@fortbendcountytx.gov; connie.nicholson@co.galveston.tx.us; CopelandT@uthscsa.edu; corrigan@bcm.edu; countyjudge@burnetcountytexas.org; countyjudge@co.ellis.tx.us; countyjudge@co.hill.tx.us; countyjudge@wacounty.com; cowartk@uthscsa.edu; cphipps@netphd.org; cplummer@wghospital.com; cpope@starcarelubbock.org; cratliff@bowiememorial.com; csmith@mhmrst.org; cynthiap@tricountyservices.org; czafereo@cmcvtx.org; dableakn@utmb.edu; danc@lrmhmrc.org; Danny.Corprew@houstontx.gov; david.evans@atcic.org; david.gutierrez@wtcmhmr.org; david.lee@okmh.org; dblodgett@oghtx.com; dbrunson@mahdtx.org; dburke@mahdtx.org; dcockerham@co.hood.tx.us; debbieg@lrmhmrc.org; Deborah.Banerjee@houstontx.gov; deborah.brown@co.bell.tx.us; deborah.cain@ttuhsc.edu; deborah.krusekopf@bvcog.org; debra.french@co.caldwell.tx.us; delbert.smith@utsouthwestern.edu; dena.bruni@nchdcc.org; dgattis@wilco.org; dgilmore@pecanvalley.org; dhaehn@ccmhospital.com; dhernandez@grmedcenter.com; dianna.spieker@co.tom-green.tx.us; dickmurchison@windstream.net; dion@cflr.us; djones@bcd.tamhsc.edu; dmbenson@mdanderson.org; donab@rpmh.net; donald.newsome@txpan.org; donna.eakin@co.bell.tx.us; donna.littlefield@nchdcc.org; Donna.W.Valenzuela@uth.tmc.edu; donnaw@hcmh.com; douglask@nacmem.org; dpowell@sabinecountyhospitaldistrict.org; draindl@lchdhealthcare.org; driddle@mhmrst.org; dsuding@mchd-tx.org; dtravis@etmc.org; dtroublefield@hchdst.org; dudleywhite@conchoch.co; dweden@hillcountry.org; dyeager@cranememorial.com; eadams@swisherhospital.com; ebennett@grmedcenter.com; ed.janecka@co.fayette.tx.us; eddie.read@vvrmc.org; eddiecpa@att.net; eladia@sbcglobal.net; Elewechi.Ndukwe@mhmrtc.org; els@dhchd.org; elwell@gl-law.com; emiller@stamfordhosp.com; emmag@caminorealcs.org; epadula@hillcountrymemorial.org; erin.williams@austintexas.gov; esundeen@huntregional.org; eva.cruzhamby@co.mclennan.tx.us; evad@caminorealcs.org; EvanR@tricountyservices.org; ewatson@bradyhospital.com; fbeaman@fchtexas.com; fhd75840@gmail.com; financedirector@cityofluling.net; fmccown@hmhhealth.org; Fred.deaton@co.crockett.tx.us; Fred.Widmer@atcic.org; Kelly,Bill; Lowrance,Diane

Subject: DY4 DSRIP IGT Notification

Attachments: April DY4 Reporting Affiliation Summary.xlsm; April DY4 Reporting IGT Summary.xlsm

Government Entities/Providers:

Please carefully review this message in its entirety making note of the information provided which pertains to the DY4 Delivery System Reform Incentive Payments (DSRIP). Government entities that owe monitoring will need to submit two separate transactions for monitoring and DSRIP projects. Failure to do so may result in a delayed payment for the providers.

Attached are the following files: DSRIP Notification-April DY4 Reporting Affiliation Summary and April DY4 Reporting IGT Summary spreadsheets. These spreadsheets include DY4 DSRIP payments for DY4 Reporting (April), DY2 Carryforward Reporting, DY3 Carryforward Reporting, and DSRIP Monitoring.

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****Please note that this is the final opportunity to IGT for DY2 DSRIP payments****

The Transformation Waiver Team will be emailing providers information regarding how much will be paid by project. Health and Human Services Commission (HHSC) Rate Analysis is unable to answer questions regarding this information.

HHSC requires that two separate transactions be submitted into TexNet. One for the IGT due for DSRIP payment, which should be placed in the DSRIP bucket and the other for DSRIP Monitoring, which should be placed in the DSRIP Audit Cost bucket. **Failure to submit two separate transactions may result in a delayed payment for the providers that an IGT Entity is funding as additional steps are required to move the funds to the correct Funding Bucket.** If the full DSRIP Monitoring amount is not received in the DSRIP Audit Cost bucket, HHSC will reduce the IGT available for DY 4 DSRIP by the amount due for the DSRIP monitoring. Since this requires additional manual work, payment to the IGT Entity's affiliated providers may be delayed.

IGT Entities may choose to IGT less than the required amount; however, all affiliated providers and projects will be paid proportionately. IGT may not be directed towards specific providers, projects or metrics.

A screen shot/.pdf of the confirmation/trace sheet or email of the confirmation number if the TexNet is submitted over the phone is required and must be emailed to Rate_Analysis_DSRIP_Payments@hhsc.state.tx.us. We are requesting that all government entities enter their IGT transactions into TexNet no later than July 7th with a Settlement Date of July 8th. **No IGT's submitted after July 8th will be accepted.**

HHSC Accounting will request the Comptroller to issue payments according to the below *estimated* schedule:

July 7, 2015	**Last Date for Public Entities to enter TexNet and submit Trace Numbers**
July 8, 2015	**TexNet Sweeps (Settlement Date of funds)**
July 21, 2015	**Payment issue date for Top 20 Entities for DY4 payments (Transferring Hospitals "Big 6" and Remaining entities up to 20) ** We will not know who the other 14 entities are until the payment is processed****
July 31, 2015	**Payment issue date for remaining DSRIP Providers for DY4 and all providers for DY3 and DY2 payments**

Thank you,

HHSC Hospital Rate Analysis
Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030

DSRIP Payment Summary Report by IGT for Demo Year 4 Round 1				Round 1								
RHP	IGT TPI	IGT Name	IGT TIN	DY4 Round 1 Approved IGT	DY3 Carryforward Approved IGT	DY3 Previous Round NMI Approved IGT	DY3 Other Approved IGT (from previous DY that was short IGT)	DY2 Carryforward Previous Round NMI Approved IGT	DY2 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP	DY4 Round 1 Monitoring Amount	Total Round 1 IGT Needed for DSRIP and Monitoring
RHP 5		Cameron County Health Care Funding District	14632844891000	$301,618.82	$219,712.99	$59,535.10	$0.00	$0.00	$0.00	**$580,866.91**	**$4,329.72**	$585,196.63
RHP 5	085144601	University of Texas Health Science Center at Sa	17415860315000	$2,479,643.49	$1,620,388.97	$125,412.67	$131,708.74	$0.00	$0.00	**$4,357,153.87**	**$47,740.84**	$4,404,894.71
RHP 5	139350611	Hidalgo County	17460007176062	$5,678,732.56	$1,838,440.12	$1,699,870.74	$482,690.79	$0.00	$0.00	**$9,699,734.21**	**$82,296.71**	$9,782,030.92
RHP 5	111810101	University of Texas Health Science Ctr at Houst	17417613092000	$0.00	$911,066.55	$0.00	$0.00	$0.00	$0.00	**$911,066.55**	**$11,257.85**	$922,324.40
RHP 5	121989102	Border Region MHMR Community Center	17429449311000	$42,263.05	$54,285.63	$11,374.83	$0.00	$43,349.48	$0.00	**$151,272.99**	**$1,494.87**	$152,767.86
RHP 5		Nueces County Hospital District	17460006046000	$934,855.75	$419,500.00	$268,480.00	$0.00	$0.00	$0.00	**$1,622,835.75**	**$8,552.60**	$1,631,388.35
RHP 5	136332705	Starr County	17417942566501	$80,806.92	$232,857.11	$44,526.99	$0.00	$68,820.02	$0.00	**$427,011.04**	**$4,733.98**	$431,745.02
RHP 5	138708601	Tropical Texas Behavioral Health	17415655103006	$5,439,774.22	$102,996.58	$0.00	$274,523.80	$0.00	$0.00	**$5,817,294.60**	**$35,135.97**	$5,852,430.57

DSRIP Payment Summary Report by Affiliation_Number for Demo Year 4 Round 1								
IGT Affiliation Number	RHP	Template Provider TPI	Updated TPI	Provider TIN	Provider Name	IGT TPI	IGT Name	IGT TIN
529-08-0236-00067	RHP 5	094113001	094113001	1233069260 4 501	McAllen Hospitals LP dba Edinburg Regional Mec	139350611	Hidalgo County	17460007176062
529-08-0236-00020	RHP 5	112716902	112716902	1621656022 3 003	Columbia Rio Grande Healthcare dba Rio Grande	139350611	Hidalgo County	17460007176062
529-08-0236-00063	RHP 5	135035706	135035706	1741393060 7 324	Knapp Medical Center	139350611	Hidalgo County	17460007176062
529-08-0236-00030	RHP 5	160709501	160709501	1742802643 3 002	Doctor's Hospital at Renaissance	139350611	Hidalgo County	17460007176062

DSRIP Payment Summary Report			Round 1						
IGT Affiliation Number	RHP	Template Provider TPI	DY4 Round 1 Approved DSRIP IGT	DY3 Carryforward Round 1 Approved IGT	DY3 Previous Round NMI Approved IGT	DY3 Other Approved IGT (from previous DY that was short IGT)	DY2 Carryforward Previous Round NMI Approved IGT	DY2 Other Approved IGT (from previous DY that was short IGT)	Total Approved IGT for Round 1 DSRIP
529-08-0236-00067	RHP 5	094113001	$3,065,617.07	$1,143,092.06	$1,412,715.75	$192,931.57	$0.00	$0.00	**$5,814,356.45**
529-08-0236-00020	RHP 5	112716902	$1,776,362.05	$147,760.73	$287,154.99	$0.00	$0.00	$0.00	**$2,211,277.77**
529-08-0236-00063	RHP 5	135035706	$372,506.77	$0.00	$0.00	$0.00	$0.00	$0.00	**$372,506.77**
529-08-0236-00030	RHP 5	160709501	$464,246.67	$547,587.33	$0.00	$289,759.22	$0.00	$0.00	**$1,301,593.22**
									$9,699,734.21

DATE: July 7, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 5-1258-444-00-240-006-3-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
5-1258-444-00-240-006-3-	843	LPPF	Aid to Nongovt	9,782,030.92
5-1258-355-20-240-001-0-	*000*	*LPPF-Spec Assess-*	*Columbia Rio Grande*	*2,288,675.52*
5-1258-355-20-240-003-0-	*000*	*LPPF-Spec Assess-*	*Doctors Hospital At Ren*	*5,298,616.04*
5-1258-355-20-240-004-0-	*000*	*LPPF-Spec Assess-*	*Knapp Medical Center*	*1,145,011.71*
5-1258-355-20-240-006-0-	*000*	*LPPF-Spec Assess-*	*Edinburg Regional Med*	*1,048,852.23*
5-1258-361-10-000-000-0-	*000*	*LPPF-*	*Interest Earnings*	*875.42*
			TOTAL BUDGET INCREASE (DECREASE)	**9,782,030.92**

REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver.

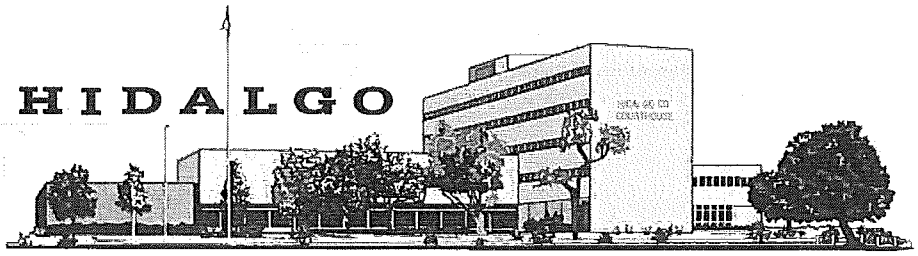
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

July 6, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. 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 Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the assessment of mandatory payments from the respective hospitals for the Health Care Funding District in the amount of $9,782,030.92. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/7/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LARS M. SINGLETERRY JUDGE 32ND D.C. | RODOLFO DELGADO JUDGE 33RD D.C. | J. R. "BOBBY" FLORES JUDGE 139TH D.C. | ROSE GUERRA REYNA JUDGE 206TH D.C. | JUAN R. PARTIDA JUDGE 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 383RD D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE 430TH D.C. | JESSE CONTRERAS JUDGE 449TH D.C.

AI-50318 **Community Service Agency** **11. A.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Discussion, consideration and possible action to accept the Neighbor to Neighbor Program Agreement for Electric Home Energy Assistance.
2. Authorization for County Judge to sign appropriate documents.

BACKGROUND

Fiscal Impact

Attachments

agreement
LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/01/2015 04:24 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 07/01/2015 03:26 PM

Final Approval Date: 07/02/2015

NEIGHBOR-TO-NEIGHBOR PROGRAM AGREEMENT FOR ELECTRIC HOME ENERGY ASSISTANCE

This Neighbor to Neighbor Program Agreement ("Agreement") is entered into and effective as of January 1, 2015 ("Effective Date"), by and between Direct Energy, LP ("Direct Energy"), CPL Retail Energy, LP ("CPL Retail Energy") and/or WTU Retail Energy, LP ("WTU Retail Energy") and/or First Choice Power, LP ("First Choice Power"), Bounce Energy, LP ("Bounce Energy") and/or New Leaf Energy ("New Leaf Energy") (together the "REPs") and Hidalgo County Community Services Agency (The "Administering Agency") an established social service agency under Section 501(c)(3) of the United States Internal Revenue Code, are referred to herein as "Party" and collectively as the "Parties".

Purpose of Agreement:

Under this Agreement the Administering Agency and the REPs shall implement the program known as "Neighbor-to-Neighbor," under which the REPs will provide funding in their respective areas of operation to be used by the Administering Agency for payment of the Electric Home Energy Expenses, as defined below, of needy people experiencing an energy emergency or crisis. The Parties, in consideration of the promises and commitments found herein, agree as follows:

I. Program Established

A. The Neighbor-to-Neighbor Program (hereinafter referred to as the "Program") is hereby intended to help needy people experiencing an energy emergency or crisis pay their Electric Home Energy Expenses. The REPs shall supply funding for the program in their

respective areas of operation as described in Article II herein. The Administering Agency shall, subject to the terms of this Agreement, utilize these funds to aid needy people in paying their Electric Home Energy Expenses and shall coordinate the Program with the Low Income Home Energy Assistance Program (LIHEAP).

B. "Electric Home Energy Expenses" shall mean any debt incurred by the Recipient for the consumption of electric energy used (including consumption prepaid by the Recipient) in the lighting, appliance usage and cooling/heating of the primary residence of the Recipient. Debt incurred may arise from both Prepaid and/or Postpaid electricity Plans.

II. Program Funding

The REPs shall provide annual funding for the Program pursuant to the following terms. The funding amount shall be determined annually at the REP's sole discretion, with funds allocated to the Administering Agency in two potential bi-annual disbursements. The first disbursement shall occur no later than February 28th of each calendar year and the second disbursement shall occur no later than August 31st of each calendar year.

III. Recipients

A. A Recipient is any individual who receives assistance as contemplated by this Agreement. There can be only one Recipient for each household. In order to qualify as a Recipient, an individual must meet all of the following conditions at the time he or she receives this assistance.

1. The individual must be receiving residential electric service from a REP(s) at the residence from which the subject Electric Home Energy Expenses arise.

2. The individual must reside at the service address and be responsible for the Electric Home Energy Expenses to be paid.

3. The individual must meet the income eligibility criteria based on household income not to exceed 200% of the federal poverty guideline limit.

B. The Administering Agency shall select Recipients from those qualifying individuals seeking assistance in its sole discretion, but the REPs may, from time to time, refer special cases for consideration for assistance from the Program. The Administering Agency shall give due consideration to any such special cases, but shall nonetheless retain the ultimate authority in selecting Recipients.

IV. Use of Funds

A. All funds forwarded to the Administering Agency, subject to the administrative fee discussed in Article VII, shall be used by the Administering Agency in accordance with this Agreement to help Recipients pay their Electric Home Energy Expenses.

B. No Program funds may be used for utility deposits.

C. A Recipient can receive assistance from the Program of no more than $600, in any calendar year. Assistance provided may not exceed the actual Electric Home Energy Expenses due at the time assistance is provided; or the estimated monthly Electric Home Energy Expenses at the time assistance is provided.

D. Except to the extent specified in this Agreement, the REPs shall have no power or authority to direct the Administering Agency in the management or control of the Program.

V. Reports

The Administering Agency shall submit to each REP monthly reports, reflecting the total receipts and disbursements of Program funds, the identity, location and address of each person helped by the Program, and the amount of assistance received. The Administering Agency shall submit each monthly report to REPs as appropriate, within 10 calendar days of the end of the month being reported. Such information and reports shall be available for audit verification by the REPs or their designated agents, at their individual expense. The Administering Agency agrees to maintain all records necessary to permit the REPs to verify the accuracy of such reports and information for a minimum of two years. The Administering Agency's obligation to maintain records shall survive termination of this Agreement.

VI. Term of Agreement

A. This Agreement shall become effective on January 1st, 2015, and shall continue in effect for an initial term through December 31st, 2015, and may be renewed annually each January with the signatures of both Parties. The Administering Agency may terminate this Agreement at anytime by delivering written notice of termination to the REPs at least thirty (30) days prior to the effective date of termination. The REPs may terminate this Agreement with the consent of the Administering Agency or for failure of the Administering Agency to meet the terms and conditions of this Agreement, by delivering written notice of termination to the Administering Agency at least thirty (30) days prior to the effective date of termination.

B. Upon termination of this Agreement, the Administering Agency agrees to return, within sixty calendar days, any balance of funds in the Program to the REPs for distribution.

VII. Administrative Fees

The administrative fee retained by the Administering Agency is intended to cover only Program costs. Program costs include costs directly related to Program outreach, application processing, accounting, reporting and other Program activities. To defray the cost of the Administering Agency's duties and responsibilities for outreach, application processing, accounting, reporting and other related Program administration activities, the Administering Agency shall be entitled to retain up to 10% of the total annual funding provided under this Agreement.

VIII. Contractor Performance

A. The Administering Agency shall, on an equitable basis throughout its service area, disburse funds for the Program. The Administering Agency shall operate the Program consistent with this Agreement in conformance with applicable accounting and reporting standards.

B. The Administering Agency agrees to use diligent, good faith efforts to fully distribute all funds less the administrative fee for the benefit of Recipient households on an annual basis.

C. The failure of the Administering Agency to distribute at least 85% of the total available funds for a given calendar year shall entitle the REPs to terminate this Agreement in the manner set forth below:

1. The REPs will suspend annual funding from agencies that fail to distribute at least 85% of the total available funds in a given calendar year.
2. Agencies with suspended funding will undergo a probation period of 6 months (or until the next allocation of funds), after which the REPs will evaluate its progress and determine its eligibility for additional funds.

3. Agencies that have not utilized at least 85% of their funds in a given calendar year will have their annual funding suspended and be required to return the remaining balance to the REPs within sixty calendar days.

D. The failure of the Administering Agency to submit timely monthly reports shall entitle the REPs to terminate this Agreement in the manner set forth above.

IX. Miscellaneous

A. Any notices to be given by either Party shall be in writing and shall be sent by certified or registered mail. Addresses for notice are as follows:

Tara Norris Agency Outreach Coordinator Direct Energy, LP 6502 S Yale Ave Tulsa, OK 74136 Attention: Neighbor-to-Neighbor Program	Administering Agency Hidalgo County Community Services Agency 2524 N. Closner Edinburg, TX 78540 Attention: Neighbor-to-Neighbor Program and/or Thelma Vasquez

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. This Agreement can be modified or amended only by an agreement in writing executed by the authorized representatives of all Parties.

D. This Agreement will supersede and replace any previous agreements between the Parties related to the Program.

E. This Agreement may be executed by facsimile signature and in any number of counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

Direct Energy, LP by its general partner

Direct Energy GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

CPL Retail Energy, LP by its general partner, Centrica Holdco GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

WTU Retail Energy, LP by its general partner Centrica Holdco GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

First Choice Power, LP by its general partner, First Choice Power GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

Direct Energy, LP d/b/a New Leaf Energy by its general partner Direct Energy GP, LLC

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

Hidalgo County Community Services Agency

Signature: _____

Print Name: _____

Title: _____

Bounce Energy, Inc

Signature: Mark Boyd

Print Name: Mark Boyd

Title: Sr. Director, Back office Management

Zimbra **monica.badillo@co.hidalgo.tx.us**

Legal Review

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Jul 02, 2015 08:30 AM

Subject : Legal Review

To : 'Jaime Longoria' <jaime.longoria@co.hidalgo.tx.us>

Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Mr. Longoria,

Our office has reviewed the Neighbor-to-Neighbor Program Agreement, and at this time approve as to form. Please let our office know if you need any further assistance.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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****

AI-50187 **Urban County** **12. A.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015 - May 31, 2016. (See attached Agreement)

Nuestra Clinica Del Valle
Open Hands
Proyecto Azteca

BACKGROUND

Sub-Recipient Agency	Total Contract Amount
Nuestra Clinica Del Valle	$ 36,000.00
Open Hands	$ 17,500.00
Proyecto Azteca	$ 10,000.00

Fiscal Impact

Attachments

Sub-Recipients

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 09:22 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Sandra Regalado Started On: 06/18/2015 11:33 AM

Final Approval Date: 07/02/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND NUESTRA CLINICA DEL VALLE, INC. FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **Nuestra Clinica Del Valle, Inc.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Thirty Six Thousand ($36,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B",** or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$36,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-299 **Fax**	Nuestra Clinica del Valle P.O. Box 1689 Lucy Ramirez Torres Pharr, Texas 78577 956-787-8632 956-787-2021

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to

comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury

and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into

a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the

Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

   (1) The dangers of drug abuse in the workplace;
   (2) The Subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

   (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Nuestra Clinica del Valle, Inc.

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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The funding in the amount of $8.000 will be used to provide Medical and Behavioral Services. Nuestra Clinica Del Valle (NCDV) will provide Medical and Behavioral services to adults and children in Hidalgo County Precinct 1. This will include support services of Pharmacy, Radiology, and Laboratory.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,000 Awarded By: Precinct 1

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

The types of expenditures will include primary Medical and Behavioral services and support services of Pharmacy, Radiology, and Laboratory.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Medical care will be provided at the NCDV clinics located at 1200 E. Santa Rosa, Edcouch; 301 S. 17th St, Donna; and 1500 First St, Mercedes. Behavioral care will be provided at 801 W. 1st St, San Juan. Services will be provided, Monday through Friday: 8:00 a.m. to 5:00 p.m.

Section V 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 and Behavioral 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 within the boundaries of the service area, economic background and area of residency.

Project expenditures include reimbursement of dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, and other related medical services provided to children and adults in the Precinct No.1 area. Beneficiaries of 117

Section VII List all locations (physical address) where the funded service(s) will be provided.

The medical delivery site will be at the NCDV clinics located at 1200 E. Santa Rosa, Edcouch; 301 S. 1th St, Donna; and 1500 First St, Mercedes. Behavioral delivery site will be provided at 801 W. 1st St, San Juan. 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 or Precinct 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 and Behavioral services that include, but not limited to support services of Pharmacy, Radiology, and Laboratory.	$ 8,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct _ 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.

2015- 2016_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$700.00	Medical and Behavioral Services
August	$700.00	Medical and Behavioral Services
September	$1,200.00	Medical and Behavioral Services
October	$1,200.00	Medical and Behavioral Services
November	$1,200.00	Medical and Behavioral Services
December	$500.00	Medical and Behavioral Services
January	$500.00	Medical and Behavioral Services
February	$500.00	Medical and Behavioral Services
March	$500.00	Medical and Behavioral Services
April	$500.00	Medical and Behavioral Services
May	$500.00	Medical and Behavioral Services
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 or Precinct Hidalgo County 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	10	Medical and Behavioral Services
August	10	Medical and Behavioral Services
September	15	Medical and Behavioral Services
October	15	Medical and Behavioral Services
November	15	Medical and Behavioral Services
December	10	Medical and Behavioral Services
January	10	Medical and Behavioral Services
February	10	Medical and Behavioral Services
March	10	Medical and Behavioral Services
April	8	Medical and Behavioral Services
May	4	Medical and Behavioral Services
Total for the Year:	**117**	

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

Exhibit A
STATEMENT OF WORK
City or Precinct City of Elsa

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The funding in the amount of $15,000 will be used to provide Medical and Dental Services. Nuestra Clinica Del Valle (NCDV) will provide Medical and Dental services to adults and children residing in the City of Elsa. This will include support services of Pharmacy, Radiology, and Laboratory.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 15,000 Awarded By: City of Elsa

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

The types of expenditures will include primary Medical and Dental services and support services of Pharmacy, Radiology, and Laboratory.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Medical services will be provided at the NCDV clinic located at 1200 E. Santa Rosa, Edcouch, Texas 78538 and Dental services will be provided at the NCDV clinic located at 801 W. 1st Street, San Juan, TX 78589. Services will be provided Monday through Friday: 8:00 a.m. to 5:00 p.m.

Section V 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 and dental 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 within the boundaries of the service area, economic background and area of residency.

Project expenditures include but are not limited to the reimbursement of dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, and other related medical services provided to children and adults in the Delta Area and students enrolled in the Edcouch-Elsa ISD. Beneficiaries of 125

Section VII List all locations (physical address) where the funded service(s) will be provided.

The medical delivery service site will be at the NCDV clinic located at 1200 E. Santa Rosa, Edcouch, TX 78538 and dental delivery service will be the NCDV clinic located at 801 W. 1st Street, San Juan, TX 78589. Including support services of pharmacy, radiology and laboratory services for these clients.

Exhibit B-1
GRANT BUDGET
City or Precinct ___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
Medical and dental services that include, but not limited to support services of Pharmacy, Radiology, and Laboratory.	$ 15,000
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 15,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct ____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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,500	Medical & Dental Services
August	$1,400	Medical & Dental Services
September	$1,400	Medical & Dental Services
October	$1,400	Medical & Dental Services
November	$1,400	Medical & Dental Services
December	$1,300	Medical & Dental Services
January	$1,200	Medical & Dental Services
February	$1,300	Medical & Dental Services
March	$1,300	Medical & Dental Services
April	$1,400	Medical & Dental Services
May	$1,400	Medical & Dental Services
TOTAL:	**$15,000**	

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 or Precinct 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	15	Medical & Dental Services
August	11	Medical & Dental Services
September	11	Medical & Dental Services
October	11	Medical & Dental Services
November	11	Medical & Dental Services
December	11	Medical & Dental Services
January	11	Medical & Dental Services
February	11	Medical & Dental Services
March	11	Medical & Dental Services
April	11	Medical & Dental Services
May	11	Medical & Dental 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 or Precinct City of Mercedes

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The funding in the amount of $13,000 will be used to provide Medical and Dental Services. Nuestra Clinica Del Valle (NCDV) will provide Medical and Dental services to adults and children residing in the City of Mercedes. This will include support services of Pharmacy, Radiology, and Laboratory.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 13,000 Awarded By: City of Mercedes

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

The types of expenditures will include primary Medical and Dental services and support services of Pharmacy, Radiology, and Laboratory.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Medical services will be provided at the NCDV clinics located at 1500 First St, Mercedes and 301 S.17th St, Donna. Dental Services will be provided at NCDV clinic located at 801 W. 1st Street, San Juan. Services will be provided Monday through Friday: 8:00 a.m. to 5:00 p.m.

Section V 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 and dental 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 within the boundaries of the service area, economic background and area of residency.

Project expenditures include reimbursement of dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, and other related medical services provided to children and adults in the City of Mercedes area. Beneficiaries of 125.

Section VII List all locations (physical address) where the funded service(s) will be provided.

The medical delivery service will be at the NCDV clinics located at 1500 First St, Mercedes and 301 S. 17th St, Donna. Dental delivery service will be the NCDV clinic located at 801 W. 1st Street, San Juan, TX 78589. Including support services of pharmacy, radiology and laboratory services for these clients.

Exhibit B-1
GRANT BUDGET
City or Precinct ___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
Medical and dental services that include, but not limited to support services of Pharmacy, Radiology, and Laboratory.	$ 13,000
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 13,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct ___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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,300	Medical & Dental Services
August	$1,200	Medical & Dental Services
September	$1,200	Medical & Dental Services
October	$1,200	Medical & Dental Services
November	$1,300	Medical & Dental Services
December	$1,100	Medical & Dental Services
January	$1,100	Medical & Dental Services
February	$1,200	Medical & Dental Services
March	$1,200	Medical & Dental Services
April	$1,100	Medical & Dental Services
May	$1,100	Medical & Dental Services
TOTAL:	**$13,000**	

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 or Precinct ___City of Merecedes_____

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	12	Medical & Dental Services
August	12	Medical & Dental Services
September	12	Medical & Dental Services
October	12	Medical & Dental Services
November	12	Medical & Dental Services
December	12	Medical & Dental Services
January	12	Medical & Dental Services
February	12	Medical & Dental Services
March	12	Medical & Dental Services
April	12	Medical & Dental Services
May	5	Medical & Dental Services
Total for the Year:	**125**	

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

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND Open Hands FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July**, **2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **Open Hands** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Seventeen Thousand, Five Hundred ($17,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B",** or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$17,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-2988 **Fax**	Open Hands 301 S. 17th Street Kathleen Green Donna, Texas 78537 269-845-9288

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and

may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury

and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or

conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their

successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

   (1) The dangers of drug abuse in the workplace;
   (2) The Subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

   (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Open Hands

Address: 301 S. 17th Street.
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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include the reimbursement of the purchase of food for low-income families from the RGV Food Bank for the Open Hands agency and will also include a new service the purchase and distribution of shoes for low-income children residing within the Precinct No.1.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 17,500 Awarded By: Precinct 1

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

To purchase uncooked food for distribution

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

A supply of uncooked food will be distributed every 2nd Saturday morning from 6:00 am until 9:00 at the agencies premises. The service will be all year found. Twice a month a supply of food will be delivered to the colonias to those who are unable to come to the agency's premises.

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

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
Open Hands serves all ages, genders and ethnicity. Economic background is below poverty to low income and moderately low income. The area served is Donna and its outlying colonias. Beneficiaries are a total of 1,700.

Section VII List all locations (physical address) where the funded service(s) will be provided.

The funded services will be provided at the agency's premises 301 S. 17th Street, Donna, Texas 78537

Exhibit B-1
GRANT BUDGET
City or Precinct : 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	$17,500
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 17,500**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct : 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	3500.00	
August	3500.00	
September	2000.00	
October	2000.00	
November	2000.00	
December	2500.00	
January	1000.00	
February	1000.00	
March		
April		
May		
TOTAL:	**17,500**	

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 D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND PROYECTO AZTECA FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **Proyecto Azteca** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Ten Thousand ($10,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-2988 **Fax**	Proyecto Azteca P.O. Box 27 Carol Ann Cass San Juan, Texas 78589 956-702-3307 956-702-3309

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have

an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or

conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their

successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

   (1) The dangers of drug abuse in the workplace;
   (2) The Subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

   (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Proyecto Azteca

Address: P.O. Box 27
City/State/Zip: San Juan, Texas 78589
Federal I.D. # or Soc. Sec. #:74-2609516
DUNS #: 876884453

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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Public services to educate families on correct 9-1-1 address and fie prevention classes

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 10,000 Awarded By: Pct. 2

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

Partial payment for salary of Community Outreach Worker, purchase materials necessary for implementation of programs, and miscellaneous admin costs like mileage.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).
Minimum of 6 gatherings in Pct 2after school or on a Saturday. People will receive correct 9-1-1 house numbers. Families, including children, will receive fire prevention materials.

Section V 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.)
Most colonia residents are not aware that their 9-1-1 address might be different than what they have. This is a new service. Education is needed for fire prevention to develop safe habits around use of electricity.

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

Funds shall be used to partially pay the salary of a Community Outreach worker to educate the public and register families with a 911 address in coordination with the LRGVDC 911 office. Additional outreach will consist of coordination with local fire departments to provide fire prevention education to colonia children and their families. Funds shall also be used to purchase materials necessary for the implementation of the public education service. Service to be provided in the South tower are colonias as well as in other qualifying colonias within Precinct 2. Estimated beneficiaries is 6,575.

Section VII List all locations (physical address) where the funded service(s) will be provided.

South Tower, Alamo; Lopezville; Rancho Sanchez, Hidalgo; Colonia El Capote.

Exhibit B-1
GRANT BUDGET
City or Precinct: 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 of Community Outreach Worker and Administrative Costs [mileage, etc.]	$6,000
Materials, including house glow in the dark numbers	$4,000
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	500	Salary/ Administrative Costs
August	500 800	Salary/ Administrative Costs Materials
September	500	Salary/ Administrative Costs
October	500 800	Salary/ Administrative Costs Materials
November	500	Salary/ Administrative Costs
December	500 800	Salary/ Administrative Costs Materials
January	500	Salary/ Administrative Costs
February	500 800	Salary/ Administrative Costs Materials
March	500	Salary/ Administrative Costs
April	500 800	Salary/ Administrative Costs Materials
May	1000	Salary/ Administrative Costs
TOTAL:	**$10,000**	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	1095	9-1-1 & fire prevention
September		
October	1095	9-1-1 & fire prevention
November		
December	1095	9-1-1 & fire prevention
January		
February	1095	9-1-1 & fire prevention
March		
April	1095	9-1-1 & fire prevention
May	1100	9-1-1 & fire prevention
Total for the Year:	**6575**	

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

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

AI-50188 **Urban County** **12. B.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015- May 31, 2016. (See attached Agreement)

Arise South Tower	Boys & Girls Club of Pharr
Boys & Girls Club of Alamo/ San Juan	Boys & Girls Club of Mission
Boys & Girls Club of Edinburg	Girl Scouts of Greater South Texas

BACKGROUND

Sub-Recipient Agency	Total Contract Amount
Arise South Tower	$ 10,000.00
Boys & Girls Club of Alamo/San Juan	$ 61,500.00
Boys & Girls Club of Edinburg	$ 53,000.00
Boys & Girls Club of Pharr	$ 20,000.00
Boys & Girls Club of Mission	$ 41,400.00
Girl Scouts of Greater South Texas	$ 11,250.00

Fiscal Impact

Attachments

Sub-Recipients

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 09:22 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Sandra Regalado		Started On: 06/18/2015 11:34 AM

Final Approval Date: 07/02/2015

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND ARISE SOUTH TOWER FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th day** of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **ARISE SOUTH TOWER** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($10,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$10,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	ARISE South Tower Lourdes Flores P.O. Box 778 Alamo, Texas 78516 956-702-0524 Office 956-783-0274 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six (**6**) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: ARISE South Tower

Address: P.O. Box 778
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #:78-28625887
DUNS #: 022567542

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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include reimbursement of salaries and fringe benefits for staff providing a direct service for the programs which will provide family education and self-development through program activities for children and adults such as, English language development, ESL classes, literacy in Spanish for Adults, offer cultural programs, arts and crafts, storytelling, Folklorico, etc., and provide citizenship preparation classes to adults. Other services provided are sewing classes and health support groups for the citizens of Precinct No. 2 through outreach, educational,and home visits.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$10,000 Awarded By: **Precinct No. 2**

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

Partial salaries for 6 staff persons.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Participants will receive educational home visits, and will be enrolled and active in programs provided by ARISE South Tower as follows: English language programs (ESL & ELCD); tutoring, citizenship preparation; reading program; parenting program; health support group; ballet folklorico; driver's license preparation; arts & crafts; sewing; summer program for children and youth, etc...The educational sessions associated with the programs take place in two cycles of 12 weeks each. CDBG funds "will be used for all activities related to these forms of education and outreach. Educational visits go on throughout the year. Monday to Friday 8am-5pm.

Section V 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.)

Two staff members will receive training and Notary Public Certification. Families will be assisted with needed services. Families with children who are citizens will be serviced to remain in this country under the proposed executive action undertaken by our current President once approved.

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

We anticipate servicing approximately 1,570 persons of extremely low income to low income men, women and children, including the elderly with the areas describe in VII below.

Section VII List all locations (physical address) where the funded service(s) will be provided.

ARISE – South Tower / 212 W. San Bernardino, Alamo, TX 78515 – and Colonias Anacua Circle; San Antonio Circle; Southside; Little Mexico; Rene St.; and El Gato 1, 2 & 3.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
Partial Salaries & Fringe Benefits	$10,000
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,000	Salaries and Fringe Benefits
September	$1,000	Salaries and Fringe Benefits
October	$1,000	Salaries and Fringe Benefits
November	$1,000	Salaries and Fringe Benefits
December	$1,000	Salaries and Fringe Benefits
January	$1,000	Salaries and Fringe Benefits
February	$1,000	Salaries and Fringe Benefits
March	$1,500	Salaries and Fringe Benefits
April	$1,500	Salaries and Fringe Benefits
May		
TOTAL:	**$10,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	175	Programs and Educational Home Visits (ESL, Language, Arts and Crafts, Etc.)
September	175	↓
October	175	↓
November	175	↓
December	174	↓
January	174	↓
February	174	↓
March	174	↓
April	174	↓
May		
Total for the Year:	1,570	

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

EXHIBIT D
RECORDS & REPORTS
Precinct No. 2

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 E
REQUEST FOR PAYMENTS
Precinct No. 2

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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions
Precinct No. 2

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200
Precinct No. 2

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND BOYS & GIRLS CLUB OF ALAMO, INC. FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July**, **2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **BOYS & GIRLS CLUB OF ALAMO, INC.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($61,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$61,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Boys & Girls Club of Alamo, In. H. Lyle Skaggs, Jr. 501 N. 13th Street Alamo, Texas 78516 956-782-5437 Office 956-782-0741 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

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 N. 13th Street
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #:74-2713813
DUNS #: 0095662666

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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City of Alamo

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to youth 4-18 years of age, and the purchase of minor recreational equipment/supplies. Sport programs focuses in the areas of fitness, arts/crafts, health and life skills. Services will be provided during and after school. Project outcome will develop character and leadership skills.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 30,000 Awarded By: **City of Alamo**

Section III Describe 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 Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 6:30p.m. After-school M-F from 3:00p.m.-7:30p.m. During sport leagues until 11:00 p.m. & all day Saturday, Sundays & 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. Such as, Arts, crafts, computer lab, torch club, "type 2 we're on to you."

Section V 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 unassisted. We are increasing our programs that are covered by this Grant by 20%. The new program to this grant is "Wanna Play".

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

We service children Ages 4-18 yrs in the Alamo area. Estimated number of children serviced in this area is 320 of which 97% is considered extremely low and/or low to moderate income. The $30,000.00 covers approximately 16% of the estimated annual cost to provide services to 320 members or these monies approximately cover 46 members of the 320. These monies must be used to leverage other grant money to try make up the difference.

Section VII List all locations (physical address) where the funded 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.

Exhibit B-1
GRANT BUDGET
City of Alamo

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s)	$29,900
Purchase of Recreational Equipment & Supplies	$100
TOTAL GRANT BUDGET:	**$30,000**

Exhibit B-2
PAYMENT SCHEDULE
City of Alamo

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

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 3,800	Program Salaries
August	$ 3,000	Program Salaries
September	$ 2,900	Program Salaries
October	$ 2,900	Program Salaries
November	$ 2,900	Program Salaries
December	$ 2,900	Program Salaries
January	$ 4,000	Program Salaries
February	$ 5,000	Program Salaries
March	$ 2,500	Program Salaries
April		
May	$100	Equipment
TOTAL:	**$30,000**	

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.

2015- 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	35	Provide youth services in the areas of : Character & Leadership Development, Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation
August		
September	40	
October	45	↓
November	5	↓
December	1	↓
January	2	↓
February	52	↓
March	100	↓
April	40	↓
May		↓
Total for the Year:	320	

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 will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services to the youth 4-18 years of age. Activities shall also include the purchase of recreational equipment/supplies. Areas of character & leadership development education, career development, arts and crafts, sports, health and life skills.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 10,000 Awarded By: **City of San Juan**

Section III Describe 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, sports coordinator Program Leaders. Purchase of Recreational Equipment & supplies for programs.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 3:30p.m. After-school M-F from 3:00p.m.-7:30p.m. During sport leagues until 11:00 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, Health & Life Skills, and Sports, Fitness, & Recreation. Such as, Arts & crafts, Recreation, computer lab, torch club, "type 2 we're on to you."

Section V 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, low and/or low to moderate income residents that otherwise would go unassisted. We are increasing our programs that are covered by this Grant by 20%. The new program to this grant "wanna play".

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
We service children Ages 6-18 yrs from San Juan. Estimated number serviced in this area is 88 of which a great majority is considered extremely low, low and/or low to moderate income. These Grant monies only cover approximately 17% of the estimated 100 members served or approximately 17 children. These monies must be are used to leverage other grant money to cover the 83 % shortfall.

Section VII List all locations (physical address) where the funded 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.

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 that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s)	$ 9,900
Purchase of Recreational Equipment & Supplies	$100
TOTAL GRANT BUDGET:	**$ 10,000**

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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 2,000	Program Salaries/ Equipment Supplies
August	$ 450	Program Salaries/ Equipment Supplies
September	$ 900	Program Salaries/ Equipment Supplies
October	$ 900	Program Salaries/ Equipment Supplies
November	$ 900	Program Salaries/ Equipment Supplies
December	$ 900	Program Salaries/ Equipment Supplies
January	$ 900	Program Salaries/ Equipment Supplies
February	$ 900	Program Salaries/ Equipment Supplies
March	$ 900	Program Salaries/ Equipment Supplies
April	$ 900	Program Salaries/ Equipment Supplies
May	$ 350	Program Salaries/ Equipment Supplies
TOTAL:	**$ 10,000**	

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	40	Provide youth services in the areas of: Character & Leadership Development, Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
August		
September	10	↓
October		↓
November	10	↓
December		↓
January	15	↓
February		↓
March	13	↓
April		↓
May		↓
Total for the Year:	**88**	

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

Exhibit A
STATEMENT OF WORK
Precinct No.1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.
Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services in the areas of character & leadership development education, career development, arts & crafts, sports, fitness, recreational & health and life skills.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,000 Awarded By: **Precinct No. 1**

Section III Describe 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 Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 3:30p.m. After-school M-F from 3:00p.m.-7:30p.m. During sport leagues until 11:00 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, Health & Life Skills, and Sports, Fitness, & Recreation. Such as, Arts & crafts, Recreation, computer lab, torch club, "type 2 we're on to you."

Section V 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 unassisted. We are increasing our programs that are covered by this Grant by 20%. The new program to this grant is "wanna play".

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

We service children Ages 6-18 yrs in Alamo and surrounding areas. Estimated number of children serviced in this area is 150 of which a majority is considered extremely low and/or low to moderate income. The $8,000.00 covers approximately 40% of the estimated annual cost to provide services to 150 members or these monies approximately cover the cost for only 18 members of the 150 members. These monies must be used to leverage other grant monies.

Section VII List all locations (physical address) where the funded 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.

Exhibit B-1
GRANT BUDGET
Precinct No. 1

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries & Fringe Benefits for Staff that Providing direct services to include but not limited to Program Director(s), Unit Director(s) Program Leader(s)	$ 7,900
Purchase of Recreational Equipment & Supplies	$ 100
TOTAL GRANT BUDGET:	**$ 8,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 800	Program Salaries/ Equipment Supplies
August	$ 400	Program Salaries/ Equipment Supplies
September	$ 800	Program Salaries/ Equipment Supplies
October	$ 800	Program Salaries/ Equipment Supplies
November	$ 800	Program Salaries/ Equipment Supplies
December	$ 800	Program Salaries/ Equipment Supplies
January	$ 800	Program Salaries/ Equipment Supplies
February	$ 800	Program Salaries/ Equipment Supplies
March	$ 800	Program Salaries/ Equipment Supplies
April	$ 800	Program Salaries/ Equipment Supplies
May	$ 400	Program Salaries/ Equipment Supplies
TOTAL:	$8,000	

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	50	Provide youth services in the areas of : Character & Leadership Development, Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
August	15	
September	25	↓
October		↓
November		↓
December		↓
January	25	↓
February	15	↓
March	20	↓
April		↓
May		↓
Total for the Year:	150	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services for the youth 4-18 years of age within the Precinct No. 2 boundaries. Service areas of character & leadership development, education & career development, arts & crafts, sports, fitness, recreational , health and life skills.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 13,500 Awarded By: **Precinct No. 2**

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

Salaries & benefits for staff providing direct services to include but not limited to Program Director, Unit Director, Sports coordinator, Program Leaders. Purchase of recreational equipment & supplies for programs.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Club provides direct services in a variety of ways. In-school Monday thru Friday 8:30 a.m. to 3:30p.m. After-school M-F from 3:00p.m.-7:30p.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, Health & Life Skills, and Sports, Fitness, & Recreation. Such as, Arts & crafts, Recreation, computer lab, torch club, "type 2 we're on to you."

Section V 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 unassisted. We are increasing our programs that are covered by this Grant by 20%. The new program to this grant is "Wanna Play".

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, 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 100 of which a majority is considered extremely low and/or low to moderate income. The $13,500.00 covers approximately 40% of the estimated annual cost to provide services to 100 members or these monies approximately cover only 30 members of the 100 members. These monies must be used to leverage other grant money.

Section VII List all locations (physical address) where the funded 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.

EXHIBIT B-1
GRANT BUDGET
Precinct No. 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)	$ 13,400
Purchase of Recreational Equipment & Supplies	$ 100
TOTAL GRANT BUDGET:	**$ 13,500**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$ 1,400	Program Salaries/ Equipment Supplies
August	$ 900	Program Salaries/ Equipment Supplies
September	$ 1,200	Program Salaries/ Equipment Supplies
October	$ 1,200	Program Salaries/ Equipment Supplies
November	$ 1,200	Program Salaries/ Equipment Supplies
December	$ 1,200	Program Salaries/ Equipment Supplies
January	$ 1,400	Program Salaries/ Equipment Supplies
February	$ 1,200	Program Salaries/ Equipment Supplies
March	$ 1,400	Program Salaries/ Equipment Supplies
April	$ 1,200	Program Salaries/ Equipment Supplies
May	$ 1,200	Program Salaries/ Equipment Supplies
TOTAL:	**$13,500**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	25	Provide youth services in the areas of : Character & Leadership Development, Health & Life Skills, Education & Career Development, The Arts, Sports, Fitness, & Recreation.
August		
September	10	↓
October		↓
November		↓
December		↓
January	10	↓
February		↓
March	30	↓
April	25	↓
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

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND BOYS & GIRLS CLUB OF EDINBURG, RGV FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **BOYS & GIRLS CLUB OF EDINBURG, RGV** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($53,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$53,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Boys & Girls Club of Edinburg, RGV Sabrina Walker Hernandez 702 Cullen Street Edinburg, Texas 78540 956-383-2582 Office 956-381-9635 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six (**6**) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

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: 702 Cullen Street
City/State/Zip: Edinburg, Texas 78540
Federal I.D. # or Soc. Sec. #:74-2549652
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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

1. Provide positive alternatives for youth 2). Provide supervision to all 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.

2. Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 6-18 years of age within the Precinct No. 1 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,000 Awarded By: **Precinct No. 1**

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Salaries, Membership Fees, Supplies, & Instructors

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).
The Cub 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.

Section V 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 a minimum 75 youth ages of six (6) to eighteen (18) years of age as registered club members. 2). Involve 75Hargill youth in year round Sports, fitness and Recreation 3). Involve 75 Hargill youth in year round in Character & Leadership Development 4). Involve 75 Hargill youth year round in Health and Life Skills 5). Involve 75 Hargill youth year round in Education and Career Development 6). Involve 75 Hargill youth year round in the Arts.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
The services provided through the Boys & Girls Clubs of Edinburg Rio Grande Valley, Hargill Unit is to serve a minimum of 75 between the ages of six (6) to eighteen (18) years during the school year and summer. These youth are primarily for low income families.

Section VII List all locations (physical address) where the funded service(s) will be provided.
All activities will be conducted at the Hargill School Unit. The Hargill School is located at 4th and Wilson Street in Hargill These youth will also participate in Edinburg activities for league play, field trips, and special events.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 Benefit for staff providing services at Hargill Program Coordinator, Program Leaders etc...	$3,500
City of Hargill Membership cost	$4,500
TOTAL GRANT BUDGET:	**$ 8,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$506.06	Salary Position & Membership, for Hargill
October	$2,156.86	Salary Position & Membership, for Hargill
November	$2,300.72	Salary Position & Membership, for Hargill
December	$506.06	Salary Position & Membership, for Hargill
January	$506.06	Salary Position & Membership, for Hargill
February	$506.06	Salary Position & Membership, for Hargill
March	$506.06	Salary Position & Membership, for Hargill
April	$506.06	Salary Position & Membership, for Hargill
May	$506.06	Salary Position & Membership, for Hargill
TOTAL:	**$8,000**	Salary Position & Membership, for Hargill

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	75	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.
October	75	↓
November	75	↓
December	75	↓
January	75	↓
February	75	↓
March	75	↓
April	75	↓
May	75	↓
Total for the Year:	75	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

1. Provide positive alternatives for youth 2). Provide supervision to all 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 No. 4 United Way of South Texas and the Lower Rio Grande Valley Development Council to acquire funding for this unit.

2. Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as but not limited to program coordinator(s), program leader(s) to include the purchase of recreational equipment/ supplies for the youth 6-18 years of age within the Precinct No. 4 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 45,000 Awarded By: **Precinct No. 4**

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Salaries, Membership Fees, Supplies, & Instructors

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).
The Cub 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.

Section V 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 600 youth ages of six (6) to eighteen (18) years of age as registered club members. 2). Involve 200 San Carlos, 200 Faysville and 200 Brewster youth in year round Sports, fitness and Recreation 3). Involve 2005 San Carlos, 200 Faysville and 200 Brewster in year round in Character & Leadership Development 4). Involve 200 San Carlos, 200 Faysville and 200 Brewster youth year round in Health and Life Skills 5). Involve 2005 San Carlos,200 Faysville and 200 Brewster youth year round in Education and Career Development 6). Involve 200 San Carlos, 200 Faysville and 200 Brewster youth year round in the Arts.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
The services provided through the Boys & Girls Clubs of Edinburg Rio Grande Valley, San Carlos Unit, Faysville and Brewster Longhorn Unit is to serve 600 youth between the ages of six (6) to eighteen (18) years during the school year and summer. These youth are primarily for low income families.

Section VII List all locations (physical address) where the funded service(s) will be provided.
All activities will be conducted at the San Carlos Unit, Brewster Longhorn Unit, and Faysville-Guerra Elementary School. 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 & San Carlos School located at 505 S. 83rd Street. The Brewster Unit is located at Rt 3 Box 1010 in San Manuel, Linn. Faysville is located at Guerra Elementary 10010 Via Fernandez Edinburg, Texas. These youth will also participate in Edinburg activities for league play, field trips, and special events.

Exhibit B-1
GRANT BUDGET
Precinct No .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 & Fringe Benefit for staff providing direct services to youth Program Coordinator, Program Leaders etc...for the San Carlos, Faysville and Brewster Units.	$20,727
Membership Fees for low-income youth to participate in programs for the San Carlos, Faysville and Brewster Units.	$14,000
STEM Instructor Fees: Instructor will provide instruction in Science Technology Engineering & Math Camps – Set Fee of $35.00 per youth participant for the San Carlos, Faysville and Brewster Units. Proposed breakdown, numbers may vary per site. A total of 160 youth will be provided instruction.	$4,200
Supply/Equipment - Media/Music/Technology Equipment, T-Shirts, recreation, sports, school and art supplies, furniture – chairs/sofa & game room equipment.	$6,073
TOTAL GRANT BUDGET:	**$ 45,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,500.00	Membership San Carlos
August		
September	$5,310.75	Salary Position & membership San Carlos, Brewster and Faysville Instructor Equipment & Supplies San Carlos, Brewster and Faysville
October	$5,222.83	↓
November	$4,635.32	↓
December	$4,784.29	↓
January	$4,059.33	↓
February	$5,347.39	↓
March	$4,725.00	↓
April	$5,107.35	↓
May	$4,307.74	↓
TOTAL:	**$45,000.00**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	70	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. ↓
August		
September	130	↓
October	162	↓
November	133	↓
December	85	↓
January		
February		
March	20	↓
April		
May		
Total for the Year:	**600**	

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

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND BOYS & GIRLS CLUB OF PHARR, INC. FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July**, **2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **BOYS & GIRLS CLUB OF PHARR, INC.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($20,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$20,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Boys & Girls Club of Pharr, Inc. Alfredo Mata Jr. 1026 S. Fir Street Pharr, Texas 78577 956-781-5437 Office 956-781-0837 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

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: 1026 S. Fir Street
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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include reimbursement of salaries and fringe benefits for staff providing direct services such as unit director, recreational leaders to include the purchase of recreational equipment/supplies for the youth 4-18 years of age within the Precinct No. 2 boundaries. Service programs include afterschool homework assistance/tutoring and technology programs and the new "Kids in Control" program. Drugs and gang violence prevention programs are continuation programs of previous years

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 20,000 Awarded By: **Precinct No. 2**

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

Salaries & fringe benefits for staff (Unit Director) who will provide direct public service. This includes purchase of supplies and equipment for the Lopezville Unit.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Lopezville Unit Director will provide direct services Monday-Friday 8:00am-4:30pm at Arnoldo Cantu, Sr. Elementary during the school year. As a result of CDBG funds, programs provided include: afterschool homework assistance/tutoring, technology program and our new "Kids in Control" Program. The Unit Director will offer services to six classes each day of the week ranging from Kinder-5th Grade.

Section V 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 new "Kids in Control" Program to 300 participants. This is a new program that is being provided to our clients. Beneficiaries will continue to participate in afterschool homework assistance/tutoring and technology.

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

Extremely low and/or low income children ages 5-12 who live in Lopezville area and attend Arnoldo Cantu, Sr. Elementary. We estimate serving 300 youth.

Section VII List all locations (physical address) where the funded service(s) will be provided.

The Lopezville Unit located at Arnoldo Cantu Sr. Elementary, 2900 N. Raul Longoria,San Juan, TX 78589.

Exhibit B-1
GRANT BUDGET
Precinct No. 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	$15,000
Supplies and equipment at the Lopezville Unit	$5,000
TOTAL GRANT BUDGET:	**$ 20,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,050	Salaries/Fringe Benefits
September	$1,550	Salaries/Fringe Benefits
October	$1,550 $2,500	Salaries/Fringe Benefits Supplies and Equipment
November	$1,550 $2,500	Salaries/Fringe Benefits Supplies and Equipment
December	$1,550	Salaries/Fringe Benefits
January	$1,550	Salaries/Fringe Benefits
February	$1,550	Salaries/Fringe Benefits
March	$1,550	Salaries/Fringe Benefits
April	$1,550	Salaries/Fringe Benefits
May	$1,550	Salaries/Fringe Benefits
TOTAL:	**$20,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	100	New Program: Kids in Control...homework help/tutoring & technology.
September	200	New Program: Kids in Control...homework help/tutoring & technology.
October	300	New Program: Kids in Control...homework help/tutoring & technology.
November	300	New Program: Kids in Control...homework help/tutoring & technology.
December	300	New Program: Kids in Control...homework help/tutoring & technology.
January	300	New Program: Kids in Control...homework help/tutoring & technology.
February	300	New Program: Kids in Control...homework help/tutoring & technology.
March	300	New Program: Kids in Control...homework help/tutoring & technology.
April	300	New Program: Kids in Control...homework help/tutoring & technology.
May	300	New Program: Kids in Control...homework help/tutoring & technology.
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
Precinct No. 2

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 E
REQUEST FOR PAYMENTS
Precinct No. 2

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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions
Precinct No. 2

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200
Precinct No. 2

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND BOYS & GIRLS CLUB OF MISSION, INC. FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **BOYS & GIRLS CLUB OF MISSION, INC.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($41,400.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$41,400.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Boys & Girls Club of Mission, Inc. Luduvico Martinez 209 W. 18th Street Mission, Texas 78572 956-585-3606 Office 956-585-2437 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Boys & Girls Club of Mission, Inc.

Address: 209 W. 18th 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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

EXHIBIT A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include reimbursement of salaries and fringe benefits for staff such as but not limited to the program leaders who provide direct services to the youth 4-18 years of age within the Precinct No. 3 boundaries, including the purchase of equipment and supplies for programs being provided to the youth.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 41,400 Awarded By: **Precinct No. 3**

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Salaries for unit Supervisor and 5 program staff to properly coordinate national programs and equipment and supplies for the club members to use during the homework help hour, prevention programs, Arts & Crafts, and sports fitness & Recreation.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Boys & Girls club of Mission will be providing youth services to club members at the Main Unit. Serving youth members in core program areas such as Character & Leadership development, Education & Career Development, Health & Life Skills, Sports Fitness & Recreation, the Arts and Family Support (Special Events). Monday – Thursday 3:00pm –7:00pm., Fridays 2:30pm – 6:30pm, throughout the school year.

Section V 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.)

Additional programs such as Healthy Habits, Kids in Control, Smart Moves and Sports Fitness & Recreation, (Organized Team League). Through these programs club members learn the importance of a healthy diet, how to handle emergency situations and have the opportunity to compete in organized sports. Being a part of a team, making youth members feel competent and able is what club members will gain.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
90% at risk Hispanics of which approximately 70% of them come from low income families. There are age's 5-12 male and females. We will be serving approximately 250 disadvantaged children at the Jessie Jensen Unit.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Jessie Jensen Elementary School – 501 N.Glasscock Blvd. Alton, Tx 78573
Main Club @ 209 W. 18th street Mission, Tx 78573

Exhibit B-1
GRANT BUDGET
Precinct No. 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- 7 Part Time employees to work 20 hours per week for 9 months	$ 31,200
Fringe Benefits for 6 part time employees for FICA @ 7.65% (Social Security, Medicare, and Workers Comp)	$3,200
Technology, Sports Equipment and Supplies for the Boys & Girls Club program to provide services to its youth members	$7,000
TOTAL GRANT BUDGET:	**$ 41,400**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$3,822	Salary & Benefits
October	$3,823	Salary & Benefits
November	$3,823	Salary & Benefits
December	$3,822 $3,500	Salary & Benefits Equipment & Supplies
January	$3,822 $3,500	Salary & Benefits Equipment & Supplies
February	$3,822	Salary & Benefits
March	$3,822	Salary & Benefits
April	$3,822	Salary & Benefits
May	$3,822	Salary & Benefits
TOTAL:	**$41,400**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	50	Youth Membership Services
October	30	↓
November	30	↓
December	30	↓
January	50	↓
February	25	↓
March	35	↓
April		
May		
Total for the Year:	**250**	

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

EXHIBIT D
RECORDS & REPORTS
Precinct No. 3

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 E
REQUEST FOR PAYMENTS
Precinct No. 3

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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions
Precinct No. 3

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200
Precinct No. 3

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND GIRL SCOUTS OF GREATER SOUTH TEXAS FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **GIRLS SCOUTS OF GREATER TEXAS** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($11,250.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$11,250.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Girls Scouts of Greater Texas Lea Peacock 202 E. Madison Ave. Harlingen, Texas 78550 956-425-2388 Office 956-425-9602 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Girls Scouts of Greater South Texas

Address: 202 E. Madison Ave.
City/State/Zip: Harlingen, Texas 78550
Federal I.D. # or Soc. Sec. #:74-156499
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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services youth girls 4-18 years of age within the Precinct No. 1 area.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 4,000 Awarded By: **Precinct No. 1**

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

Funds will be used to pay for memberships fees for 375 girls. Council will pay in-kind $5.00

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Girl Scout Outreach program will be available to girls of low to moderate income within Precinct No. 1. Services will be during PE classes at school as approved by the school district. They will be given lessons with an emphasis in "Imagine your STEM future" curriculum (Science, Technology, Engineering, and Math) skills.

Section V 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 funds service more individuals whom are extremely low to moderate income through participation in the Girl Scout Outreach Program.

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

The program benefit approximately 375 girls in Kinder to 5th grade in schools within Precinct No. 1 area who would otherwise not have the opportunity to be a part of Girl Scouting.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Runn Elementary, 1701 E Hwy 281, Donna, TX 78537, **Stainke Elementary**, 1309 South Ave, Donna, TX 78537.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
Memberships for 375 program participants	$4,000
TOTAL GRANT BUDGET:	**$ 4,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November	$1,020	Memberships
December	$1,020	Memberships
January	$1,020	Memberships
February	$940	Memberships
March		
April		
May		
TOTAL:	**$4,000**	

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.

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	93	Recruitment/GS outreach in-school program
October	94	Recruitment/GS outreach in-school program
November	94	Recruitment/GS outreach in-school program
December	94	Recruitment/GS outreach in-school program
January		
February		
March		
April		
May		
Total for the Year:	375	

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

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Exhibit A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include the reimbursement of Membership dues and provide a leadership experience for LMI girls 4-18 years of age within the Precinct No. 3 area.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 2,750 Awarded By: **Precinct No. 3**

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

Funds will be used to pay for memberships fees for 125 girls 4-18 years of age. Council will pay in-kind $10.00.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Girl Scout Outreach program will be presented to girls of low to moderate income homes in Precinct No. 3, during PE classes at school as approved by the school district. They will give lessons with an emphasis in STEM future curriculum (Science, Technology, Engineering, and Math) skills.

Section V 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 funds will serve additional beneficiaries whom are extremely low to moderate income through participation in the Girl Scout Outreach Program.

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

The program will be presented to 125 girls in Kinder to 5th grade in schools in the Precinct No. 3 area, who would otherwise not have the opportunity to be a part of Girl Scouting.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Salinas Elementary, 10820 N. Conway, Alton, TX., **Tabasco Elementary**, 223 S Leo Ave, La Joya, TX 78560, and **Benavides Elementary**, 1882 El Pinto Rd, Sullivan City, TX 78595.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
Memberships for 125 girls (minus $10 to be paid in kind by council)	$2,750
TOTAL GRANT BUDGET:	**$ 2,750**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$690	Memberships
October	$690	Memberships
November	$690	Memberships
December	$680	Memberships
January		
February		
March		
April		
May		
TOTAL:	$2,750	

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.

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct No. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	125	Recruitment/GS outreach in-school program
October	125	Recruitment/GS outreach in-school program
November	125	Recruitment/GS outreach in-school program
December	125	Recruitment/GS outreach in-school program
January		
February		
March		
April		
May		
Total for the Year:	125	

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

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November.
This will provide time enough for all the documentation to be available at the time of the request.

Exhibit A
STATEMENT OF WORK
Precinct No. 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include reimbursement of membership fees, salaries, fringe benefits and mileage for staff providing direct services to the youth girls 4-18 years of age within the Precinct No. 4 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 3,000 Awarded By: **Precinct No. 4**

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

Funds will be used to pay for membership fees for approximately 130 girls.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Girl Scout Outreach program will be presented to girls of low to moderate income homes in Precinct No. 4, during PE classes at school as approved by the school district. They will be given lessons from "Imagine Your STEM Future" curriculum (Science, Technology, Engineering, and Math) skills.

Section V 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 funds will provide new and improved services to extremely low to moderate income residents through participation in the Girl Scout Program.

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

The program will be presented to 130 girls in Kinder to 5th grade in schools in the Precinct 4 area, who would otherwise not have the opportunity to be a part of Girl Scouting.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Hargill Elementary, 13394 4th Street, Edinburg, TX 78542 **Lincoln Elementary**, 1319 E. Lovett St., Edinburg, TX 78542, **San Carlos Elementary**, 505 S 83rd St, Edinburg, TX 78539, **Monte Cristo Elementary**, 4010 N. Doolittle Rd, Edinburg, TX 78541, and **John F. Kennedy Elementary**, 8610 Tex-Mex Rd, Edinburg, TX 78542.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
Memberships for 130 girls	$3,000
TOTAL GRANT BUDGET:	**$ 3,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$750	Memberships
October	$750	Memberships
November	$750	Memberships
December	$750	Memberships
January		
February		
March		
April		
May		
TOTAL:	$3,000	

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.

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct No. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	130	Recruitment/GS outreach in-school program
October	130	Recruitment/GS outreach in-school program
November	130	Recruitment/GS outreach in-school program
December	130	Recruitment/GS outreach in-school program
January		
February		
March		
April		
May		
Total for the Year:	130	

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

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

Exhibit A
STATEMENT OF WORK
City of Elsa

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.
Project expenditures include reimbursement of membership fees that provide the Girls Scouting Leadership experience within the City of Elsa.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 1,500 Awarded By: **City of Elsa**

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

Funds will be used to pay for memberships fees of 100 participants.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Girl Scout Outreach program will be presented to girls of low to moderate income homes in the City of Elsa, during PE classes at school as approved by the school district/State. They will be given lessons from the "Imagine Your STEM Future" curriculum (Science, Technology, Engineering, and Math) skills.

Section V 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 funds will provide new and improved services to extremely low to moderate income residents through participation in the Girl Scout Program.

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

The program will be presented to 100 girls in Kinder to 5th grade in schools in the City of Elsa area, who would otherwise not have the opportunity to be a part of Girl Scouting.

Section VII List all locations (physical address) where the funded service(s) will be provided.

LBJ Elementary, 200 S. Fannin Street, Elsa, TX., and **JFK Elementary**, 500 West 9th St., Elsa, TX.

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
Memberships fees for 100 girls	$1,500
TOTAL GRANT BUDGET:	**$ 1,500**

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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$750	Memberships
October	$750	Memberships
November		
December		
January		
February		
March		
April		
May		
TOTAL:	$1,500	

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.

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	50	Recruitment/GS outreach in-school program
October	50	Recruitment/GS outreach in-school program
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	100	

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

NOTE from GSGST: The council will be recruiting, registering, and serving girls beginning in September, but will not be requesting reimbursement until November. This will provide time enough for all the documentation to be available at the time of the request.

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

AI-50189 **Urban County** **12. C.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015- May 31, 2016. (See attached Agreement)

Amigos Del Valle	Children's Advocacy Center
C.A.M.P University	Easter Seals
CASA of Hidalgo	Food Bank of RGV

BACKGROUND

Sub-Recipient Agency	Total Contract Amount
Amigos Del Valle	$ 63,400.00
C.A.M.P University	$ 16,500.00
CASA of Hidalgo	$ 48,500.00
Children's Advocacy Center	$ 82,500.00
Easter Seals	$ 8,000.00
Food Bank of RGV	$ 42,426.00

Fiscal Impact

Attachments

Sub-Recipients

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 09:22 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Sandra Regalado		Started On: 06/18/2015 11:35 AM

Final Approval Date: 07/02/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND Amigos del Valle FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **Amigos del Valle** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B.**

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Sixty Three Thousand, Four Hundred ($63,400.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$63,400.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-299 **Fax**	Amigos del Valle 1116 N. Conway Ave. Dr. Manuel Ochoa Mission, Texas 78572 956-581-9494 956-581-7743

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and

may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury

and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or

conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their

successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

   (1) The dangers of drug abuse in the workplace;
   (2) The Subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

   (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7st day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Amigos del Valle.

Address: 1116 N. Conway Ave.
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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but not limited to the reimbursement of expenses related to thedelivery of meals to the elderly (62 years older) within the Precinct No. 1 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,000.00 Awarded By: Precinct 1

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

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Three (3) 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. during the 165 service days.

Section V 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.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 1,616 additional plates to be delivered to seniors age 62 and over.

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

Twelve (12) unduplicated seniors with low to moderate income; Precinct #1 seniors male/female age 62 and over will be served.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 1 area out of the Weslaco Senior Centerlocated at 2101 W. 6th Street, Weslaco.

Exhibit B-1
GRANT BUDGET

City or Precinct 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
Formula: $8,000.00 / $4.95 = 1,616 meals / 165 days = 12 Seniors	$ 8,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	$1,000.00	Raw food preparation packaging & meal delivery
November	$1,000.00	Raw food preparation packaging & meal delivery
December	$1,000.00	Raw food preparation packaging & meal delivery
January	$1,000.00	Raw food preparation packaging & meal delivery
February	$1,000.00	Raw food preparation packaging & meal delivery
March	$1,000.00	Raw food preparation packaging & meal delivery
April	$1,000.00	Raw food preparation packaging & meal delivery
May	$1,000.00	Raw food preparation packaging & meal delivery
TOTAL:	$8,000.00	Raw food preparation packaging & meal delivery

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 or Precinct ____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.

201_5_ - 201_6_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	12	Delivery of hot noon meals
November	0	Delivery of hot noon meals
December	0	Delivery of hot noon meals
January	0	Delivery of hot noon meals
February	0	Delivery of hot noon meals
March	0	Delivery of hot noon meals
April	0	Delivery of hot noon meals
May	0	Delivery of hot noon meals
Total for the Year:	12	Delivery of hot noon meals

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

Exhibit A
STATEMENT OF WORK
City or Precinct Precinct 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 2 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,000.00 Awarded By: Precinct 2

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

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Four (4) 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. during the 165 service days.

Section V 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.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 1,616 additional plates to be delivered to seniors age 62 and over.

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

Ten (10) unduplicated seniors with low to moderate income; Precinct #2 seniors male/female age 62 and over will be served.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 2 area out of the San Juan Senior Center located at 600 W. 1st Street in San Juan.

Exhibit B-1
GRANT BUDGET

City or Precinct 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
Formula: $8,000.00 / $4.95 = 1,616 meals / 165 days = 10 Seniors	$ 8,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	$1,000.00	Raw food preparation packaging & meal delivery
November	$1,000.00	Raw food preparation packaging & meal delivery
December	$1,000.00	Raw food preparation packaging & meal delivery
January	$1,000.00	Raw food preparation packaging & meal delivery
February	$1,000.00	Raw food preparation packaging & meal delivery
March	$1,000.00	Raw food preparation packaging & meal delivery
April	$1,000.00	Raw food preparation packaging & meal delivery
May	$1,000.00	Raw food preparation packaging & meal delivery
TOTAL:	$8,000.00	Raw food preparation packaging & meal delivery

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 or Precinct ___**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.

201_5_ - 201_6__ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	10	Delivery of hot noon meals
November	0	Delivery of hot noon meals
December	0	Delivery of hot noon meals
January	0	Delivery of hot noon meals
February	0	Delivery of hot noon meals
March	0	Delivery of hot noon meals
April	0	Delivery of hot noon meals
May	0	Delivery of hot noon meals
Total for the Year:	10	Delivery of hot noon meals

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

Exhibit A
STATEMENT OF WORK

City or Precinct Precinct 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursements of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 3 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 9,900.00 Awarded By: Precinct 3

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

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Five (5) 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. during the 165 service days.

Section V 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.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 2,000 additional plates to be delivered to seniors age 62 and over.

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

Thirteen (13) unduplicated seniors with low to moderate income; Precinct #3 seniors male/female age 62 and over will be served.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 3 area out of the Mission Senior Center located at 1303 Matamoros St., Mission

Exhibit B-1
GRANT BUDGET

City or Precinct 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
Formula: $9,900.00 / $4.95 = 2,000 meals / 165 days = 13 Seniors	$ 9,900.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 9,900.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	$1,237.50	Raw food preparation packaging & meal delivery
November	$1,237.50	Raw food preparation packaging & meal delivery
December	$1,237.50	Raw food preparation packaging & meal delivery
January	$1,237.50	Raw food preparation packaging & meal delivery
February	$1,237.50	Raw food preparation packaging & meal delivery
March	$1,237.50	Raw food preparation packaging & meal delivery
April	$1,237.50	Raw food preparation packaging & meal delivery
May	$1,237.50	Raw food preparation packaging & meal delivery
TOTAL:	$9,900.00	Raw food preparation packaging & meal delivery

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 or Precinct 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	13	Delivery of hot noon meals
November	0	Delivery of hot noon meals
December	0	Delivery of hot noon meals
January	0	Delivery of hot noon meals
February	0	Delivery of hot noon meals
March	0	Delivery of hot noon meals
April	0	Delivery of hot noon meals
May	0	Delivery of hot noon meals
Total for the Year:	13	Delivery of hot noon meals

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

Exhibit A
STATEMENT OF WORK
City or Precinct Precinct 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursements of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 4 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 5,000.00 Awarded By: Precinct 4

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

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Three (3) 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. during the 165 service days.

Section V 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.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 1,010 additional plates to be delivered to seniors age 62 and over.

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

Six (6) unduplicated seniors with low to moderate income; Precinct #4 seniors male/female age 62 and over will be served.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Precinct 4 area out of the Edinburg Senior Center located at 1210 E. Kuhn Street, Edinburg

Exhibit B-1
GRANT BUDGET

City or Precinct 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
Formula: $5,000.00 / $4.95 = 1,010 meals / 165 days = 6 Seniors	$ 5,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 5,000.00**

Exhibit B-2

PAYMENT SCHEDULE

City or Precinct ___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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	$625.00	Raw food preparation packaging & meal delivery
November	$625.00	Raw food preparation packaging & meal delivery
December	$625.00	Raw food preparation packaging & meal delivery
January	$625.00	Raw food preparation packaging & meal delivery
February	$625.00	Raw food preparation packaging & meal delivery
March	$625.00	Raw food preparation packaging & meal delivery
April	$625.00	Raw food preparation packaging & meal delivery
May	$625.00	Raw food preparation packaging & meal delivery
TOTAL:	$5,000.00	Raw food preparation packaging & meal delivery

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.

SCHEDULE OF ACTIVITY

City or Precinct ____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.

201_5_ - 201_6_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	6	Delivery of hot noon meals
November	0	Delivery of hot noon meals
December	0	Delivery of hot noon meals
January	0	Delivery of hot noon meals
February	0	Delivery of hot noon meals
March	0	Delivery of hot noon meals
April	0	Delivery of hot noon meals
May	0	Delivery of hot noon meals
Total for the Year:	6	Delivery of hot noon meals

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

Exhibit A
STATEMENT OF WORK

City or Precinct City of Elsa

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly(62 years or older) residents within the City of Elsa city limits.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 10,000.00 Awarded By: Elsa

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

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

One (1) 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. during the 165 service days.

Section V 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.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 2,020 additional plates to be delivered to seniors age 62 and over.

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

Twelve (12) unduplicated seniors with low to moderate income; Elsa seniors male/female age 62 and over will be served.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Mercedes area out of the Elsa Senior Center located at W. 9th Street and Hidalgo Street, Elsa.

Exhibit B-1
GRANT BUDGET

City or Precinct ____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
Formula: $10,000.00 / $4.95 = 2,020 meals / 165 days = 12 Seniors	$ 10,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	$1,250.00	Raw food preparation packaging & meal delivery
November	$1,250.00	Raw food preparation packaging & meal delivery
December	$1,250.00	Raw food preparation packaging & meal delivery
January	$1,250.00	Raw food preparation packaging & meal delivery
February	$1,250.00	Raw food preparation packaging & meal delivery
March	$1,250.00	Raw food preparation packaging & meal delivery
April	$1,250.00	Raw food preparation packaging & meal delivery
May	$1,250.00	Raw food preparation packaging & meal delivery
TOTAL:	$10,000.00	Raw food preparation packaging & meal delivery

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 or Precinct 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.

201_5_ - 201_6_ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	12	Delivery of hot noon meals
November	0	Delivery of hot noon meals
December	0	Delivery of hot noon meals
January	0	Delivery of hot noon meals
February	0	Delivery of hot noon meals
March	0	Delivery of hot noon meals
April	0	Delivery of hot noon meals
May	0	Delivery of hot noon meals
Total for the Year:	12	Delivery of hot noon meals

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

Exhibit A
STATEMENT OF WORK
City or Precinct City of Mercedes

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to ther reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) residents within the City of Mercedes city limits.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 12,500.00 Awarded By: Mercedes

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

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Two (2) 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. during the 165 service days.

Section V 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.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 2,525 additional plates to be delivered to seniors age 62 and over.

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

Twelve (12) unduplicated seniors with low to moderate income; Mercedes seniors male/female age 62 and over will be served.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Mercedes area out of the Villas ResidentialSenior Center located at 334 E. 5th Street, Mercedes.

Exhibit B-1
GRANT BUDGET

City or Precinct 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
Formula: $12,500.00 / $4.95 = 2,525 meals / 165 days = 15 Seniors	$ 12,500.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 12,500.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	$1,562.50	Raw food preparation packaging & meal delivery
November	$1,562.50	Raw food preparation packaging & meal delivery
December	$1,562.50	Raw food preparation packaging & meal delivery
January	$1,562.50	Raw food preparation packaging & meal delivery
February	$1,562.50	Raw food preparation packaging & meal delivery
March	$1,562.50	Raw food preparation packaging & meal delivery
April	$1,562.50	Raw food preparation packaging & meal delivery
May	$1,562.50	Raw food preparation packaging & meal delivery
TOTAL:	$12,500.00	Raw food preparation packaging & meal delivery

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 or Precinct 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	12	Delivery of hot noon meals
November	0	Delivery of hot noon meals
December	0	Delivery of hot noon meals
January	0	Delivery of hot noon meals
February	0	Delivery of hot noon meals
March	0	Delivery of hot noon meals
April	0	Delivery of hot noon meals
May	0	Delivery of hot noon meals
Total for the Year:	12	Delivery of hot noon meals

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

Exhibit A
STATEMENT OF WORK
City or Precinct City of San Juan

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of San Juan. Nutritional Health Education will be a new service provided by staff.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 10,000.00 Awarded By: San Juan

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

Purchase raw food and consumables, preparations, packing, and delivery of hot noon meals to home bound seniors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Four (4) 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. during the 165 service days.

Section V 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.)

Services will be expanded to include monthly health education, quality home visit assessments, and increase information and referral services. Funds will allow 2,020 additional plates to be delivered to seniors age 62 and over.

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

Twelve (12) unduplicated seniors with low to moderate income; San Juan seniors male/female age 62 and over will be served.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Meal deliveries will be made throughout the Mercedes area out of the San Juan Senior Center located at 600 W. 1st Street, San Juan.

Exhibit B-1
GRANT BUDGET

City or Precinct 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
Formula: $10,000.00 / $4.95 = 2,020 meals / 165 days = 12 Seniors	$ 10,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	$1,250.00	Raw food preparation packaging & meal delivery
November	$1,250.00	Raw food preparation packaging & meal delivery
December	$1,250.00	Raw food preparation packaging & meal delivery
January	$1,250.00	Raw food preparation packaging & meal delivery
February	$1,250.00	Raw food preparation packaging & meal delivery
March	$1,250.00	Raw food preparation packaging & meal delivery
April	$1,250.00	Raw food preparation packaging & meal delivery
May	$1,250.00	Raw food preparation packaging & meal delivery
TOTAL:	$10,000.00	Raw food preparation packaging & meal delivery

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 or Precinct 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	N/A	N/A
August	N/A	N/A
September	N/A	N/A
October	12	Delivery of hot noon meals
November	0	Delivery of hot noon meals
December	0	Delivery of hot noon meals
January	0	Delivery of hot noon meals
February	0	Delivery of hot noon meals
March	0	Delivery of hot noon meals
April	0	Delivery of hot noon meals
May	0	Delivery of hot noon meals
Total for the Year:	12	Delivery of hot noon meals

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

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND C.A.M.P UNIVERISTY FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this 7th day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **C.A.M.P. UNIVERSITY** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Sixteen Thousand, Five Hundred ($16,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$16,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-2988 **Fax**	C.A.M.P University 508 W. Harvey St. Ford Sasser McAllen, Texas 78502 956-631-7890 956-630-0862

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the

end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any

agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: C.A.M.P. Univeristy

Address: 508 W. Harvey St.
City/State/Zip: McAllen, Texas 78502
Federal I.D. # or Soc. Sec. #:26-0811975
DUNS #: 023424036

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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Reimbursements of salaries for staff providing direct services to adults with special needs. The training of social skills, community service, ob training, sport activities.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ $6,500.00 Awarded By: Precinct # 1

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

Expenditures include salaries and fringe benefits for staff providing direct services.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Staff will assist young adults with training in life & social skills ect. Year round with both during the day and sometimes in the evening and / or weekend services.

Section V 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.)

With the UCP Funds form Pct # 1 we will be able to provide services to young adults with Special needs within Hidalgo County Pct # 1 area. We anticipate being able to service 3 to 4 additional due to the additional funding

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

Project expenditures include the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in the County of Hidalgo boundaries. Beneficiaries of 3 .

Section VII List all locations (physical address) where the funded service(s) will be provided. Physical address 508 W Harvey Dr, McAllen Tx 78502 although we do take many field trips. Associated with the direct training and sports activities

Exhibit B-1
GRANT BUDGET
City or Precinct: 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	$
1-Education Specialist, 1-Program Leader, 2- Teacher Aids, Recreational Trainer, and other staff who provides direct services	$ 6,500.00
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 6,500.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2014- 2015 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$590.90	Salaries
August	$590.90	Salaries
September	$590.90	Salaries
October	$590.90	Salaries
November	$590.90	Salaries
December	$590.90	Salaries
January	$590.90	Salaries
February	$590.90	Salaries
March	$590.90	Salaries
April	$590.90	Salaries
May	$591.00	Salaries
TOTAL:	**$6,500.00**	Salaries

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.

The funds of $6,500.00 to C.A.M.P. University will be applied to salaries for the utilization of the clients.

Exhibit C
SCHEDULE OF ACTIVITY
City or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	1	Educational Recreational and self help services
October	0	
November	0	
December	1	Educational Recreational and self help services
January	0	
February	0	
March	0	
April	1	Educational Recreational and self help services
May	0	
Total for the Year:	**3**	

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

Note: with the funds C.A.M.P. University will be able to serve 3 new clients within Pct# 1

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Reimbursements of salaries for staff providing direct servies to adults with special needs. The training of social skills, community service, ob training, sports activities.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ $10,000.00 Awarded By: Precinct # 3

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

Expenditures include salaries and fringe benefits for staff providing direct services.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Staff will assist young adults with training in life & social skills ect. Year round with both during the day and sometimes in the evening and / or weekend services.

Section V 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.)

With the UCP Funds form Pct # 3 we will be able to provide services to young adults with Special needs within Hidalgo County Pct # 3 area. We anticipate being able to service 3 to 4 additional due to the additional funding.

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

Project expenditures include reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults in qualifying area of the County of Hidalgo boundaries. Beneficiaries of 29.

Section VII List all locations (physical address) where the funded service(s) will be provided. Physical address 508 W Harvey Dr, McAllen Tx 78502 although we do take many field trips. Associated with the direct training and sports activities

Exhibit B-1
GRANT BUDGET
City or Precinct: 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	$
1-Education Specialist, 1-Program Leader, 2- Teacher Aids, Recreational Trainer, and other staff who provides direct services	$ 10,000.00
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2014- 2015 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$909.09	Salaries
August	$909.09	Salaries
September	$909.09	Salaries
October	$909.09	Salaries
November	$909.09	Salaries
December	$909.09	Salaries
January	$909.09	Salaries
February	$909.09	Salaries
March	$909.09	Salaries
April	$909.09	Salaries
May	$909.10	Salaries
TOTAL:	**$10,000.00**	Salaries

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.

The funds of $10,000.00 to C.A.M.P. University will be applied to salaries for the utilization of the clients.

Exhibit C
SCHEDULE OF ACTIVITY
City or Precinct : 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	0	
August	0	
September	1	Educational Recreational and self help services
October	0	
November	0	
December	1	Educational Recreational and self help services
January	0	
February	0	
March	0	
April	1	Educational Recreational and self help services
May	0	
Total for the Year:	**3**	

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

Note: with the funds C.A.M.P. University will be able to serve 3 new clients within Pct# 3

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND CASA of Hidalgo County, Inc. FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **CASA of Hidalgo County, Inc.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B.**

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Fourty Eight Thousand, Five Hundred ($48,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$48,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-299 **Fax**	CASA of Hidalgo County, Inc. 1001 South 10th Ave. Diana Almaguer Edinburg, Texas 78539 956-381-0346 956-381-9232

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the

end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into

a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the

Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

   (1) The dangers of drug abuse in the workplace;
   (2) The Subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

   (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

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 Ave.
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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct : Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

CASA of Hidalgo County, Inc. is a 401c3, not for profit organization. The mission of CASA of Hidalgo County Inc. is to speak for the best interests of the children in the courts by promoting and supporting quality volunteer representation to provide each child a safe, permanent and nurturing home. In their role as the child's advocate, the volunteers makes contact with the family members, medical personnel, witnesses, attorneys, law enforcement, 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 amount awarded and name of awarding City / Precinct.

$ 8,000 Awarded By: Precinct 1

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Project expenditures include reimbursement of salaries and fringe benefits for staff and volunteers providing direct services to the youth. Will also include reimbursement of mileage for volunteers providing direct services to the youth of Hidalgo County. Beneficiaries of 120.

Section V 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 continued services will be provided to benefit male and female children (ages 0 to 18) who primarily have been physically and/or sexually abused and neglected. Contact will be made during school hours and after school hours to avoid interruption with the children's schedules.

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

The number of approximate beneficiaries to be serviced is 120. All CASA's children, ages 0 to 18, are victims of child abuse and neglect and are classified as presumed low income. The area of residency is Precinct 1.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

Exhibit B-1
GRANT BUDGET
City or Precinct : 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 and Fringe Benefits of staff providing direct services to include, but not limited to a Case Manager(s), Case Manager Supervisor and Executive Director	$7,000
Mileage for staffing, providing direct services that include conducting home visits, court hearings, etc.	$1,000
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015_- 2016_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$800	Staff Salary, Fringe, staff and advocate mileage
August	$800	Staff Salary, Fringe, staff and advocate mileage
September	$800	Staff Salary, Fringe, staff and advocate mileage
October	$800	Staff Salary, Fringe, staff and advocate mileage
November	$800	Staff Salary, Fringe, staff and advocate mileage
December	$800	Staff Salary, Fringe, staff and advocate mileage
January	$800	Staff Salary, Fringe, staff and advocate mileage
February	$800	Staff Salary, Fringe, staff and advocate mileage
March	$800	Staff Salary, Fringe, staff and advocate mileage
April	$800	Staff Salary, Fringe, staff and advocate mileage
May	0	Staff Salary, Fringe, staff and advocate mileage
TOTAL:	**$8,000**	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	20	Advocacy Referral
August	10	Advocacy Referral
September	10	Advocacy Referral
October	10	Advocacy Referral
November	10	Advocacy Referral
December	10	Advocacy Referral
January	10	Advocacy Referral
February	10	Advocacy Referral
March	10	Advocacy Referral
April	10	Advocacy Referral
May	10	Advocacy Referral
Total for the Year:	**120**	

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

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

CASA of Hidalgo County, Inc. is a 401c3, not for profit organization. The mission of CASA of Hidalgo County Inc. is to speak for the best interests of the children in the courts by promoting and supporting quality volunteer representation to provide each child a safe, permanent and nurturing home. In their role as the child's advocate, the volunteers makes contact with the family members, medical personnel, witnesses, attorneys, law enforcement, 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 amount awarded and name of awarding City / Precinct.

$ 8,000 Awarded By: Precinct 2

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

To visit the children in their designated placement either locally within Hidalgo County and/or out of Hidalgo County, observe child visitations, attend all meetings, write the court reports, interview appropriate parties on all cases, acquire needed resources to assist all the CASA children, attend court hearings, ARDs at schools, inquire about client and family counseling, individual, group and family therapy.

Section V 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 continued services will be provided to benefit male and female children (ages 0 to 18) who primarily have been physically and/or sexually abused and neglected. Contact will be made during school hours and after school hours to avoid interruption with the children's schedules.

Section VI

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

Project expenditures include reimbursements of salaries and fringe benefits for staff and child advocates providing direct services to the youth. Will also include reimbursement of mileage for the advocates providing direct services to the youth of Hidalgo County . Estimated beneficiaries of 90.

Section VII

List all locations (physical address) where the funded service(s) will be provided.

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

Exhibit B-1
GRANT BUDGET
City or Precinct: Precinct 2

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary and Fringe Benefits of staff providing direct services to include, but not limited to a Case Manager(s), Case Manager Supervisor and Executive Director.	$7,000
Mileage for staffing, providing direct services that include conducting home visits, court hearings, etc.	$1,000
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015_- 2016_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$800	Staff Salary, Fringe, staff and advocate mileage
August	$800	Staff Salary, Fringe, staff and advocate mileage
September	$800	Staff Salary, Fringe, staff and advocate mileage
October	$800	Staff Salary, Fringe, staff and advocate mileage
November	$800	Staff Salary, Fringe, staff and advocate mileage
December	$800	Staff Salary, Fringe, staff and advocate mileage
January	$800	Staff Salary, Fringe, staff and advocate mileage
February	$800	Staff Salary, Fringe, staff and advocate mileage
March	$800	Staff Salary, Fringe, staff and advocate mileage
April	$800	Staff Salary, Fringe, staff and advocate mileage
May	0	Staff Salary, Fringe, staff and advocate mileage
TOTAL:	**$8,000**	

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 or Precinct: 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.

2015__ - 2016___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	15	Advocacy Referral
August	0	Advocacy Referral
September	0	Advocacy Referral
October	15	Advocacy Referral
November	15	Advocacy Referral
December	15	Advocacy Referral
January	15	Advocacy Referral
February	15	Advocacy Referral
March	0	Advocacy Referral
April	0	Advocacy Referral
May	0	Advocacy Referral
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 or Precinct: Precinct 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

CASA of Hidalgo County, Inc. is a 401c3, not for profit organization. The mission of CASA of Hidalgo County Inc. is to speak for the best interests of the children in the courts by promoting and supporting quality volunteer representation to provide each child a safe, permanent and nurturing home. In their role as the child's advocate, the volunteers makes contact with the family members, medical personnel, witnesses, attorneys, law enforcement, 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 amount awarded and name of awarding City / Precinct.

$ 25,000 Awarded By: Precinct 3

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

To visit the children in their designated placement either locally within Hidalgo County and/or out of Hidalgo County, observe child visitations, attend all meetings, write the court reports, interview appropriate parties on all cases, acquire needed resources to assist all the CASA children, attend court hearings, ARDs at schools, inquire about client and family counseling, individual, group and family therapy.

Section V 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.)

Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff (Case Supervisor, Case Manager, etc.) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings.

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

The number of approximate beneficiaries to be serviced is 100. All CASA's children, ages 0 to 18, are victims of child abuse and neglect and are classified as presumed low income. The area of residency is Precinct 3.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

Exhibit B-1
GRANT BUDGET
City or Precinct: Precinct 3

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary and Fringe Benefits of staff providing direct services to include, but not limited to Case Manager(s), Case Manager Supervisor and Executive Director.	$22,000
Mileage for staffing, providing direct services that include conducting home visits, court hearings. Etc.	$3,000
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 25,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$2281.81	Staff Salary, Fringe, staff and advocate mileage
August	$2281.81	Staff Salary, Fringe, staff and advocate mileage
September	$2281.81	Staff Salary, Fringe, staff and advocate mileage
October	$2281.81	Staff Salary, Fringe, staff and advocate mileage
November	$2281.81	Staff Salary, Fringe, staff and advocate mileage
December	$2281.81	Staff Salary, Fringe, staff and advocate mileage
January	$2281.81	Staff Salary, Fringe, staff and advocate mileage
February	$2281.81	Staff Salary, Fringe, staff and advocate mileage
March	$2281.81	Staff Salary, Fringe, staff and advocate mileage
April	$2281.81	Staff Salary, Fringe, staff and advocate mileage
May	$2181.90	Staff Salary, Fringe, staff and advocate mileage
TOTAL:	**$25,000**	

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 or Precinct: 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.

2015__ - 2016___ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	30	Advocacy Referral
August	0	Advocacy Referral
September	10	Advocacy Referral
October	0	Advocacy Referral
November	20	Advocacy Referral
December	0	Advocacy Referral
January	0	Advocacy Referral
February	0	Advocacy Referral
March	20	Advocacy Referral
April	20	Advocacy Referral
May	0	Advocacy Referral
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
City or Precinct: City of San Juan

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

CASA of Hidalgo County, Inc. is a 401c3, not for profit organization. The mission of CASA of Hidalgo County Inc. is to speak for the best interests of the children in the courts by promoting and supporting quality volunteer representation to provide each child a safe, permanent and nurturing home. In their role as the child's advocate, the volunteers makes contact with the family members, medical personnel, witnesses, attorneys, law enforcement, 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 amount awarded and name of awarding City / Precinct.

$ 7,500 Awarded By: San Juan

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

Staff providing a direct service to include but not limited to Executive Director, Case Manager Supervisor, Case Manager and/or Advocate.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings. Beneficiaries of 70.

Section V 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 continued services will be provided to benefit male and female children (ages 0 to 18) who primarily have been physically and/or sexually abused and neglected. Contact will be made during school hours and after school hours to avoid interruption with the children's schedules.

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

The number of approximate beneficiaries to be serviced is 70. All CASA's children, ages 0 to 18, are victims of child abuse and neglect and are classified as presumed low income. The area of residency is San Juan.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Hidalgo County's Court House, Child Protection Court, Commissioner's Court, Texas Department of Family and Protective Services; Foster Homes, out of town Residential Treatment Centers, Behavioral Centers/Hospitals, possible placements and/or relative placements (i.e. parents, neighbors, grandparent's homes), educational facilities, CASA office and visit any entity associated with the children's case.

Exhibit B-1
GRANT BUDGET
City or Precinct: 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 and Fringe Benefits of staff providing direct services to include, but not limited to Case Manager(s), Case Manager Supervisor and Executive Director.	$7,200
Mileage for staffing, providing direct services that include conducting home visits, court hearings, etc.	$300
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 7,500**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015_-2016_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$681.81	Staff Salary, Fringe, staff and advocate mileage
August	$681.81	Staff Salary, Fringe, staff and advocate mileage
September	$681.81	Staff Salary, Fringe, staff and advocate mileage
October	$681.81	Staff Salary, Fringe, staff and advocate mileage
November	$681.81	Staff Salary, Fringe, staff and advocate mileage
December	$681.81	Staff Salary, Fringe, staff and advocate mileage
January	$681.81	Staff Salary, Fringe, staff and advocate mileage
February	$681.81	Staff Salary, Fringe, staff and advocate mileage
March	$681.81	Staff Salary, Fringe, staff and advocate mileage
April	$681.81	Staff Salary, Fringe, staff and advocate mileage
May	$681.90	Staff Salary, Fringe, staff and advocate mileage
TOTAL:	**$7,500**	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	10	Advocacy Referral
August	0	Advocacy Referral
September	10	Advocacy Referral
October	0	Advocacy Referral
November	10	Advocacy Referral
December	10	Advocacy Referral
January	15	Advocacy Referral
February	0	Advocacy Referral
March	0	Advocacy Referral
April	15	Advocacy Referral
May	0	Advocacy Referral
Total for the Year:	**70**	

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

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO
AND
Children's Advocacy Center of Hidalgo County, Inc.
FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **Children's Advocacy Center of Hidalgo County, Inc.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D**- Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Eighty Two Thousand, Five Hundred ($82,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$82,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-2988 **Fax**	Children's Advocacy Center of Hidaogo County 525 W. Wisconsin Rd. Victoria Y Medina Edinburg, Texas 78539 956-287-9754 956-287-9764

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the

end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into

a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the

Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any

agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015.** Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Children's Advocacy Center

Address: 525 W. Wisconsin Rd.
City/State/Zip: Edinburg, Texas 78539
Federal I.D. # or Soc. Sec. #:74-2963711
DUNS #: 084264410

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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Precinct No. 1
Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates,/Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ $25,000 Awarded By: Precinct #1

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Salaries and benefits

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Child Forensic Interviews	*SANEs/Medical Examinations*
Immediate Crisis Intervention/therapy	*Criminal Justice Advocacy/Case review/Tracking*
Long Term Counseling for Victims & Family	*Referrals on site & off site as needed*
Assistance Filing Compensation Claims	*Accompaniment of Victims to (court) when possible*
Community Outreach/Presentations	*Victim/Family Follow Ups*

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

Section V 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 continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We

anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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

Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liasison, Family Counselor Nurse and Executive Director, etc who provides direct services to the youth of Hidalgo County. Beneficiaries of 165.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

Precinct 1
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
1. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist)	$ 25,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 25,000**

Precinct 1
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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$2,500	Salaries and Benefits
August	$3,000	Salaries and Benefits
September	$2,500	Salaries and Benefits
October	$2,500	Salaries and Benefits
November	$1,500	Salaries and Benefits
December	$2,500	Salaries and Benefits
January	$2,500	Salaries and Benefits
February	$2,500	Salaries and Benefits
March	$2,500	Salaries and Benefits
April	$2,000	Salaries and Benefits
May	$1,000	Salaries and Benefits
TOTAL:	**25,000**	

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.

Precinct 1
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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

May	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	**165**	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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

Precinct 2
Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates,/Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 15,000 Awarded By: Precinct #2

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Salaries and benefits

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Child Forensic Interviews	*SANEs/Medical Examinations*
Immediate Crisis Intervention/therapy	*Criminal Justice Advocacy/Case review/Tracking*
Long Term Counseling for Victims & Family	*Referrals on site & off site as needed*
Assistance Filing Compensation Claims	*Accompaniment of Victims to (court) when possible*
Community Outreach/Presentations	*Victim/Family Follow Ups*

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

Section V 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 continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all

program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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

Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I &II , Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provided direct services to the youth of Hidalgo County. Beneficiaries of 60.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539.

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
2. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist)	$ 15,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 15,000**

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.

2015 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,250	Salaries and Benefits
August	$1,250	Salaries and Benefits
September	$1,750	Salaries and Benefits
October	$1,250	Salaries and Benefits
November	$1,250	Salaries and Benefits
December	$1,250	Salaries and Benefits
January	$1,500	Salaries and Benefits
February	$1,500	Salaries and Benefits
March	$1,500	Salaries and Benefits
April	$1,500	Salaries and Benefits
May	$1,000	Salaries and Benefits
TOTAL:	**15,000**	

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

May	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	**60**	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates,/Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ $22,500 Awarded By: Precinct #3

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Salaries and benefits

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Child Forensic Interviews	*SANEs/Medical Examinations*
Immediate Crisis Intervention/therapy	*Criminal Justice Advocacy/Case review/Tracking*
Long Term Counseling for Victims & Family	*Referrals on site & off site as needed*
Assistance Filing Compensation Claims	*Accompaniment of Victims to (court) when possible*
Community Outreach/Presentations	*Victim/Family Follow Ups*

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

Section V 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 continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We

anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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

Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County .

Section VII List all locations (physical address) where the funded service(s) will be provided.

Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

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
3. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist, Executive Director)	$ 22,500.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 22,500**

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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$2,500	Salaries and Benefits
August	$3,000	Salaries and Benefits
September	$2,500	Salaries and Benefits
October	$2,500	Salaries and Benefits
November	$2,500	Salaries and Benefits
December	$2,500	Salaries and Benefits
January	$2,500	Salaries and Benefits
February	$2,000	Salaries and Benefits
March	$1,500	Salaries and Benefits
April	$1,000	Salaries and Benefits
May	$0	Salaries and Benefits
TOTAL:	**22,500**	

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.

Precinct 3
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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	15	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

May	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	**120**	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates,/Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 15,000 Awarded By: Precinct #4

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

Salaries and benefits

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Child Forensic Interviews	*SANEs/Medical Examinations*
Immediate Crisis Intervention/therapy	*Criminal Justice Advocacy/Case review/Tracking*
Long Term Counseling for Victims & Family	*Referrals on site & off site as needed*
Assistance Filing Compensation Claims	*Accompaniment of Victims to (court) when possible*
Community Outreach/Presentations	*Victim/Family Follow Ups*

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

Section V 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 continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of

mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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

Project expenditures include reimbursement of salaries and fringe benefits for staff, such Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc. who provide direct services to the youth of Hidalgo County. Beneficiaries of 60.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

Exhibit B-1
GRANT BUDGET
City or Precinct: 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
4. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist)	$ 15,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 15,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,250	Salaries and Benefits
August	$1,250	Salaries and Benefits
September	$1,250	Salaries and Benefits
October	$1,250	Salaries and Benefits
November	$1,500	Salaries and Benefits
December	$1,500	Salaries and Benefits
January	$1,500	Salaries and Benefits
February	$1,500	Salaries and Benefits
March	$1,500	Salaries and Benefits
April	$1,500	Salaries and Benefits
May	$1,000	Salaries and Benefits
TOTAL:	15,000	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	10	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

May	5	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	**60**	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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

Exhibit A
STATEMENT OF WORK
City or Precinct: City of Mercedes

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

The CAC provides coordinated team investigations, child forensic interviews, on-site sexual assault examinations, immediate crisis intervention counseling, case tracking and follow-up services using a multidisciplinary team (MDT) approach. The CAC additionally provides individual and group counseling for victims and family. All of these services are provided in a physically and psychologically safe child friendly environment. Additionally the CAC provides community outreach and education. Project expenditures include reimbursement of salaries and fringe benefits for staff including Child Forensic Interviewers I & II, Child Advocates,/Crime Victims Liaison, Sexual Assault Nurse, Physician, Licensed Counselor, and Executive Director, etc who provide direct services to the youth of Hidalgo County.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 5,000 Awarded By: City of Mercedes

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

Salaries and benefits

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Child Forensic Interviews	*SANEs/Medical Examinations*
Immediate Crisis Intervention/therapy	*Criminal Justice Advocacy/Case review/Tracking*
Long Term Counseling for Victims & Family	*Referrals on site & off site as needed*
Assistance Filing Compensation Claims	*Accompaniment of Victims to (court) when possible*
Community Outreach/Presentations	*Victim/Family Follow Ups*

The center operates Monday to Friday, 8:00 a.m. to 5:00 p.m. and is on call evenings and weekends for emergencies for most services. Later hours 5:00 to 7:00 p.m. are available for mental health assessments and counseling appointments as needed by the families to accommodate the child's school schedule or the families' work schedule.

Section V 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 continue to meet victim care and continue to provide an adequate and balanced level of services with the intention of increasing availability especially of mental health and physical/medical evaluation services at no cost to families. We anticipate a 10% increase in need and application of all program services overall. Our new services will include specialized trauma based Mental Health assessment and summer group counseling sessions.

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

Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth of the City of Mercedes. Beneficiaries are 62.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Estrella's House, 525 W. Wisconsin Rd. Edinburg TX 78539

Exhibit B-1
GRANT BUDGET
City or Precinct: 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
5. Salaries & Benefits (Family Advocates, Child Forensic Interviewers, Nurse, Physician, Therapist)	$ 5,000.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 5,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$500	Salaries and Benefits
August	$500	Salaries and Benefits
September	$500	Salaries and Benefits
October	$500	Salaries and Benefits
November	$250	Salaries and Benefits
December	$250	Salaries and Benefits
January	$500	Salaries and Benefits
February	$500	Salaries and Benefits
March	$500	Salaries and Benefits
April	$500	Salaries and Benefits
May	$500	Salaries and Benefits
TOTAL:	5,000	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
August	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
September	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
October	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
November	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
December	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
January	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
February	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
March	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
April	6	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

May	2	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.
Total for the Year:	**62**	Forensic interviews, crisis intervention, individual/family therapy, medical evaluations, victim/family follow-up, etc.

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

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO
AND
EASTER SEALS RIO GRANDE VALLEY
FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **Easter Seals Rio Grande Valley** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B.**

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Eight Thousand ($8,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$8,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-2988 **Fax**	Easter Seals Rio Grande Valley 1217 Houston St. Patricia Rosenlund McAllen, Texas 78505 956-631-9171 956-683-0448

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to

comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury

and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into

a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the

Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Easter Seals Rio Grande Valley

Address: 1217 Houston St.
City/State/Zip: McAllen, Texas 78505
Federal I.D. # or Soc. Sec. #:74-1233800
DUNS #: 08678751

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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but not limited to the reimbursement of outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Pct. 1 area.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8000.00 Awarded By: PCT. 1

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

The CDBG funds will be used to provide direct therapy services. Therapy services include, occupational, physical and speech/language therapy. Following eligibility determination, clients are scheduled for therapy appointments with Evolutions. Therapy Center, an Easter Seals contract provider. Clients participate in therapy and are followed through service coordination for continuous progress updates toward treatment goals.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The therapy services provided by CDBG funding includes therapy evaluations and therapy treatment services (OT, PT, ST). Clients have a medical referral from their physician for recommended therapy. Following the evaluation, therapy frequency and scheduling is determined by the unique therapeutic needs of the patient. The therapy center is open Monday – Friday, 8:00- 5:00.

Section V 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 Easter Seals donated services program provides therapy services as funding is available. The CDBG funding will expedite the service of Precinct 1 clients. The increased funding will allow additional services and clients to have access to therapy services. All clients are assessed for eligibility (low-income) prior to the onset of services.

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

Precinct 1 residents, who are between the ages of 3 and older needing therapy services due to illness, injury or birth condition, will benefit from this funding. All Clients are assessed for potential eligibility in other funding programs before accessing the CDBG funds. Due to the unique needs of each client, their individual treatment progress and variables related to therapy outcomes, we estimate/budget that each client will access approximately 40 units or $1,000 of the funds. Again,each client's needs are different and the therapy process is individual.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Evolutions Therapy LLC, 5225 S. McColl, Edinburg, Tx. 78539 (therapy services)
Easter Seals Rio Grande Valley, 1217 Houston Street, McAllen TX 78505 (intake)

Exhibit B-1
GRANT BUDGET
City or Precinct : 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
Units for physical therapy, occupational therapy, speech/language therapy, evaluations, and work reintegration program.	$8000.00
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,000.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct _____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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	500.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
August	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
September	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
October	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
November	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
December	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
January	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
February	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
March	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
April	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
May	750.00	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
TOTAL:	$8000.00	

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 or Precinct : 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	2	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
August		
September	2	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
October		
November	2	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
December		
January	2	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
February		
March	2	Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
April		
May		Therapy services including PT,OT,S/L, Evaluations, and Work Reintegration Program
Total for the Year:	10	

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

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 record

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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND FOOD BANK OF THE RIO GRANDE VALLEY FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **Food Bank of the RGV** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **Forty Two Thousand, Four Hundred Twenty Six ($42,426.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$42,426.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. Any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 **Office** 956-318-2988 **Fax**	Food Bank of RGV 724 N. Cage Blvd. Libby Salinas Pharr, Texas 78577 956-904-4506 956-682-7921

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to

comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred and Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred and Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury

and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into

a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the

Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants,

and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

   (1) The dangers of drug abuse in the workplace;
   (2) The Subrecipient's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

   (1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015.** Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Food Bank of RGV

Address: 724 N. Cage Blvd.
City/State/Zip: Pharr, Texas 78577
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_____

(Seal)

_____

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.
Project expenditures include the reimbursement of expenses for purchased food distributed by Edcouch Harvest Time Valley Church.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,713.00 Awarded By: Precinct 1

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

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 3rd Wednesday of the month from 7am-10am. Harvest Time Valley Church will be conducting the food distribution.

Section V 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 within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents Precinct 1 Edcouch and surrounding areas. Beneficiaries of 435

Section VII List all locations (physical address) where the funded service(s) will be provided.

Harvest Time Valley Church 612 E. Santa Rosa, Edcouch, Texas 78538

Exhibit B-1
GRANT BUDGET
City or Precinct: 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	$8,713.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,713.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	792.09	Food
August	792.09	Food
September	792.09	Food
October	792.09	Food
November	792.09	Food
December	792.09	Food
January	792.09	Food
February	792.09	Food
March	792.09	Food
April	792.09	Food
May	792.09	Food
TOTAL:	**8,713.00**	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	39	Food
August	39	Food
September	39	Food
October	39	Food
November	39	Food
December	39	Food
January	39	Food
February	39	Food
March	39	Food
April	39	Food
May	45	Food
Total for the Year:	**435**	

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

Exhibit A
STATEMENT OF WORK
City or Precinct: Precinct 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include the reimbursement of expenses for purchased food distributed by the Elsa Housing Food Pantry for distribution to residents of the City of Elsa.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,713.00 Awarded By: Precinct 1

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

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 2nd Saturday of every month from 6am-12pm

Section V 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 within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents within the city limits of Elsa. Beneficiaries of 350.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Delta Food Pantry 309 W. 3rd Ave, Elsa, Texas 78543

Exhibit B-1
GRANT BUDGET
City or Precinct: 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	$8,713.00
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 8,713.00**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	792.09	Food
August	792.09	Food
September	792.09	Food
October	792.09	Food
November	792.09	Food
December	792.09	Food
January	792.09	Food
February	792.09	Food
March	792.09	Food
April	792.09	Food
May	792.09	Food
TOTAL:	**8713.00**	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	33	Food
August	33	Food
September	33	Food
October	33	Food
November	33	Food
December	33	Food
January	33	Food
February	33	Food
March	33	Food
April	33	Food
May	20	Food
Total for the Year:	**350**	

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

Exhibit A
STATEMENT OF WORK
City or Precinct : City of Elsa

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include the reimbursement of expenses related to the purchase of food distributed bye the Elsa Housing Food Pantry to Elsa Residents.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 10,000 Awarded By: City of Elsa

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

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 2nd Saturday of every month from 6am-12pm

Section V 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 within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents within the city limits of Elsa, beneficiaries of 350.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Delta Food Pantry 309 W. 3rd Ave, Elsa, Texas 78543

Exhibit B-1

GRANT BUDGET

City or Precinct: 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	$10,000
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct : 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	909.00	Food
August	909.00	Food
September	909.00	Food
October	909.00	Food
November	909.00	Food
December	909.00	Food
January	909.00	Food
February	909.00	Food
March	909.00	Food
April	909.00	Food
May	910.00	Food
TOTAL:	**10,000**	

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 or Precinct : 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	33	Food
August	33	Food
September	33	Food
October	33	Food
November	33	Food
December	33	Food
January	33	Food
February	33	Food
March	33	Food
April	33	Food
May	20	Food
Total for the Year:	**350**	

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

Exhibit A
STATEMENT OF WORK
City or Precinct: City of La Villa

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Poject expenditures include the reimbursement of expenses related to the purchase of food distributed by Iglesia Rosa de Saron to La Villa residents

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 15,000 Awarded By: City of LaVilla

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

Continue food distribution to eligible recipients.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Food distribution will be in the form of "Client Choice", food distribution to eligible recipients the 3rd Wednesday of the month from 9:00am-1:00pm. Iglesia Rosa de Saron will be conducting the food distribution.

Section V 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 within the boundaries of the service area, economic background and area of residency.

Families, Adults, Seniors, Children, and Homeless of all ages and gender who are low-income residents within the city limits of LaVilla., beneficiaries of 1,275.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Boys and Girls Club of LaVilla 320 West 2nd Street, LaVilla, Texas 78562

Exhibit B-1
GRANT BUDGET
City or Precinct: 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	$15,000
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 15,000**

Exhibit B-2
PAYMENT SCHEDULE
City or Precinct: 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	1363.00	Food
August	1363.00	Food
September	1363.00	Food
October	1363.00	Food
November	1363.00	Food
December	1363.00	Food
January	1363.00	Food
February	1363.00	Food
March	1363.00	Food
April	1363.00	Food
May	1370.00	Food
TOTAL:	**15,000**	

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 or Precinct: 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	115	Food
August	115	Food
September	115	Food
October	115	Food
November	115	Food
December	115	Food
January	115	Food
February	115	Food
March	115	Food
April	115	Food
May	125	Food
Total for the Year:	**1275**	

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

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

AI-50185 **Urban County** **12. D.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of Sub-Recipient Agreements with the following Non-Profit Agencies for Program Year 28 (2015) effective July 7, 2015- May 31, 2016. (See attached Agreement)

Hope Family Health Center	Rio Grande Valley Literacy Center
La Union Del Pueblo Entero (LUPE)	Senior Community Outreach Services
Women Together Foundation, Inc.	LRGVDC Valley Metro Transportation

BACKGROUND

Sub-Recipient Agency	Total Contract Amount
HOPE Family Health Center	$ 21,500.00
La Union del Pueblo Entero (LUPE)	$ 35,303.00
Women Together Foundation, Inc.	$ 41,400.00
Rio Grande Valley Literacy Center	$ 16,000.00
Senior Community Outreach Services	$ 45,500.00
LRGVDC Valley Metro Transportation	$ 88,500.00

Fiscal Impact

Attachments

Sub-Recipients
corrected exhibit-COS Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 09:22 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Sandra Regalado Started On: 06/18/2015 11:30 AM
Final Approval Date: 07/02/2015

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND HOPE FAMILY HEALTH CENTER FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **HOPE FAMILY HEALTH CENTER** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($21,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$21,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	HOPE Family Health Center Rebecca Stocker 2332 Jordan McAllen, Texas 78503 956-994-3319 Office 956-971-9377 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: HOPE Family Health Center

Address: 2332 Jordan Road
City/State/Zip: McAllen, Texas 78504
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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.
Medical and counseling services are provided to patients of HOPE. Medical services include appointments with physicians and providers on site as well as in their offices, lab fees, medication, medical procedures and medical supplies. Counseling care includes individual, group and couples counseling.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 8,000 Awarded By: **Precinct No. 2**

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

Medical appointments, case management appointments and direct services to patients. Lab fees, medication and specialized appointments are included but not limited to MRI, biopsies, x-rays, and dental care.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

All patients are required to complete an application for services along with the Urban County eligibility form. Patients are given an order for lab work which is completed at one of our partner labs. Patient have medical, case management and counseling appointments at the clinic during working hours. If the physician or mental health provider determines they need specialized care they will refer to one of our partner agencies who can see our patients for free or low cost. Because our medical providers are volunteers, we are unable to take walk in appointments. All appointments are scheduled.
Clinic Hours: M/F; 7:30AM-1:30PM; T/TH: 8am-6pm; W: 8AM-7PM: SAT 8AM-1PM

Section V 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 HOPE patients to receive lab care and have additional medical needs met. Patients are all 100% uninsured and low income. The funding will allow us to serve more patients for medical care as well as refer them to clinical services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
All patients are 100% uninsured and low income. It is estimated HOPE will service 120 Precinct No. 2 patients in 2015-2016.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Hope Family Health Center: 2332 Jordan Rd, McAllen, TX 78503

Exhibit B-1
GRANT BUDGET
Precinct No. 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 appointments and referrals, counseling, medication, case management, lab fees, surgeries, MRI, etc	$8,000
TOTAL GRANT BUDGET:	**$ 8,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$600	Medical appointments and referrals, counseling, medication, case management, lab fees, surgeries, MRI, etc
August	$800	↓
September	$1,000	↓
October	$1,000	↓
November	$600	↓
December	$500	↓
January	$1,000	↓
February	$1,000	↓
March	$500	↓
April	$500	↓
May	$500	↓
TOTAL:	**$8,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	15	Medical appointments and referrals, counseling, medication, case management, lab fees, surgeries, MRI, etc
August	10	↓
September	15	↓
October	15	↓
November	10	↓
December	10	↓
January	9	↓
February	9	↓
March	9	↓
April	9	↓
May	9	↓
Total for the Year:	**120**	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Medical and counseling services are provided to patients of HOPE. Medical services include appointments with physicians and providers on site as well as in their offices, lab fees, medication, medical procedures and medical supplies. Counseling care includes individual, group and couples counseling.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$13,500 Awarded By: Precinct No.3

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

Medical appointments, case management appointments and direct services to patients; including lab fees, medication and specialized appointments included but not limited to MRI, biopsies, x-rays, and dental care.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).
All patients are required to complete an application for services along with the Urban County eligibility form. Patients are given an order for lab work which is completed at one of our partner labs. Patient have medical, case management and counseling appointments at the clinic during working hours. If the physician or mental health provider determines they need specialized care they will refer to one of our partner agencies who can see our patients for free or low cost. Because our medical providers are volunteers, we are unable to take walk in appointments. All appointments are scheduled.
Clinic Hours: M/F; 7:30AM-1:30PM; T/TH: 8am-6pm; W: 8AM-7PM: SAT 8AM-1PM

Section V 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 for HOPE patients to receive lab care and be assisted with additional medical needs. All patients are 100% uninsured and of low income. The funding will allow us to serve more patients for medical care as well as refer them to clinical services.

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

100% of the patients are uninsured and low income. It is estimated HOPE will service 110 Precinct No. 3 patients in 2015-2016.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Hope Family Health Center: 2332 Jordan Rd, McAllen, TX 78503

Exhibit B-1
GRANT BUDGET
Precinct No. 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 appointments and referrals, counseling, medication, case management, lab fees, surgeries, MRI, etc	$13,500
TOTAL GRANT BUDGET:	**$ 13,500**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$2,000	Medical appointments and referrals, counseling, medication, case management, lab fees, surgeries, MRI, etc.
August	$2,000	↓
September	$2,000	↓
October	$2,000	↓
November	$2,000	↓
December	$2,000	↓
January	$1,000	↓
February	$500	↓
March		
April		
May		
TOTAL:	**$13,500**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	20	Medical appointments and referrals, counseling, medication, case management, lab fees, surgeries, MRI, etc.
August	20	↓
September	20	↓
October	20	↓
November	20	↓
December	10	↓
January		
February		
March		
April		
May		
Total for the Year:	**110**	

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

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND LA UNION DEL PUEBLO ENTERO (LUPE) FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **LA UNION DEL PUEBLO ENTERO** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($35,303.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$35,303.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	La Union Del Pueblo Entero (LUPE Vaughn Cox 1601 E. Business 83 San Juan, Texas 78589 956-782-6655 Office 956-782-2125 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201; 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

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

Address: 1601 E. Business Hwy 83
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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.
Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as for the outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. LUPE will offer three (3) self development classes at the Casa Saldaña Community Center and Leadership development for residents of Precinct No. 1.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$10,355 Awarded By: **Precinct No. 1**

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

Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct No. 1.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

i. ESL class will meet for a total of nine hours per month at the Casa Saldaña Community Center
ii. GED class will meet for a total of nine hours per month at the Casa Saldaña Community Center
iii. Citizenship class will meet for a total of nine hours per month at the Casa Saldaña Community Center
iv. An Outreach Specialist will disseminate information about LUPE programs, benefits, and services and conduct leadership development activities for residents of Precinct No.1.

Section V 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.)

Because funding was unchanged, services will be the same as in the previous year.

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

At least **96** low-income residents residing in Precinct No. 1 will participate in one of the ESL, Citizenship, or GED classes. People of any age may enroll in the ESL class, but only Legal Permanent Residents may enroll in the citizenship classes.

Section VII List all locations (physical address) where the funded service(s) will be provided.
1225 N. FM491, Mercedes TX 78570

Exhibit B-1
GRANT BUDGET
Precinct No. 1

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient 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 support for staff who provide direct services	$ 10,355
TOTAL GRANT BUDGET:	**$ 10,355**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 1

Sub-recipient 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**. Sub-recipient will be allowed up to two (2) amendments to the payment schedule.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2015	$ 941	Salary for staff who provide direct services
August 2015	$ 941	Salary for staff who provide direct services
September 2015	$ 941	Salary for staff who provide direct services
October 201	$ 941	Salary for staff who provide direct services
November 2015	$ 941	Salary for staff who provide direct services
December 2015	$ 941	Salary for staff who provide direct services
January 2016	$ 941	Salary for staff who provide direct services
February 2016	$ 941	Salary for staff who provide direct services
March 2016	$ 941	Salary for staff who provide direct services
April 2016	$ 941	Salary for staff who provide direct services
May 2016	$ 945	Salary for staff who provide direct services
TOTAL:	**$10,355**	

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

Sub-recipient 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 Sub-recipient will be allowed up to two (2) amendments for the term of the agreement.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July 2015	20	Self-development classes, outreach, & leadership development activities
August 2015	11	↓
September 2015	10	↓
October 2015	8	↓
November 2015	8	↓
December 2015	8	↓
January 2016	8	↓
February 2016	8	↓
March 2016	5	↓
April 2016	5	↓
May 2016	5	↓
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 No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. LUPE will offer three (3) self-development classes at the LUPE City of San Juan Center.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$9,698 Awarded By: **Precinct No. 2**

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct No. 2.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

v. One ESL class will meet for a total of nine hours each per month at the LUPE San Juan Center.
vi. Citizenship - English class will meet for a total of nine hours per month at the LUPE San Juan Center.
vii. Citizenship – Spanish class will meet for a total of nine hours per month at the LUPE San Juan Center.
viii. An Outreach Specialist will disseminate information about LUPE programs, benefits, and services and conduct leadership development activities for residents of Precinct No. 2.

Section V 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.)

Since funding rates are not changed from the previous fiscal year, the services offered will remain the same.

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

At least **70** low-income residents residing in eligible portions of Precinct No. 2 will participate in one of the ESL, or Citizenship classes. People of any age may enroll in the ESL class, but only Legal Permanent Residents may enroll in the citizenship classes.

Section VII List all locations (physical address) where the funded service(s) will be provided.
1601 E. Business Highway 83, San Juan TX 78589

Exhibit B-1
GRANT BUDGET
Precinct No. 2

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient 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 support for staff who provide direct services	$ 9,698
TOTAL GRANT BUDGET:	**$9,698**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 2

Sub-recipient 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**. Sub-recipient will be allowed up to two (2) amendments to the payment schedule.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2015	$882	Salary for staff who provide direct services
August 2015	$882	Salary for staff who provide direct services
September 2015	$881	Salary for staff who provide direct services
October 2015	$882	Salary for staff who provide direct services
November 2015	$882	Salary for staff who provide direct services
December 2015	$882	Salary for staff who provide direct services
January 2016	$882	Salary for staff who provide direct services
February 2016	$881	Salary for staff who provide direct services
March 2016	$881	Salary for staff who provide direct services
April 2016	$881	Salary for staff who provide direct services
May 2016	$881	Salary for staff who provide direct services
TOTAL:	**$9,698**	Salary for staff who provide direct services

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. 2

Sub-recipient 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 sub-recipient will be allowed up to two (2) amendments for the term of the agreement.

2015 - 2016 For the Months of...	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July 2015	14	Self-development classes, outreach, & leadership development activities
August 2015	6	↓
September 2015	6	↓
October 2015	6	↓
November 2015	6	↓
December 2015	5	↓
January 2016	6	↓
February 2016	6	↓
March 2016	5	↓
April 2016	5	↓
May 2016	5	↓
Total for the Year:	**70**	

Exhibit A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes in City of Alton. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership training for community residents within the Precinct No. 3 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$10,750 Awarded By: **Precinct No. 3**

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

Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct No. 3.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

ix. ESL class will meet for a total of nine hours per month at the Alton Community Center.
x. GED class will meet for a total of nine hours per month at the Alton Community Center.
xi. Citizenship – English class will meet for a total of nine hours per month at the Alton Community Center.
xii. Citizenship – Spanish class will meet for a total of nine hours per month at the Alton Community Center.
xiii. An Outreach Specialist will disseminate information about LUPE programs, benefits, services and conduct leadership development activities for residents of Precinct No. 3.

Section V 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.)

Since the funding has not increased, we will serve a lower number of eligible residents from Hidalgo County Precinct No. 3 as previously served.

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

At least **72** low-income residents residing in Precinct No. 3 will participate in one of the Citizenship, ESL, or GED classes. People of any age may enroll in the ESL class, but only Legal Permanent Residents may enroll in the citizenship classes.

Section VII List all locations (physical address) where the funded service(s) will be provided.

At the Alton Community Center located at 349 West Dawes Avenue, Alton TX 78573.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 support for staff who provide direct services	$ 10,750
TOTAL GRANT BUDGET:	**$ 10,750**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2015	$977	Salary for staff who provide direct services
August 2015	$977	Salary for staff who provide direct services
September 2015	$977	Salary for staff who provide direct services
October 2015	$977	Salary for staff who provide direct services
November 2015	$977	Salary for staff who provide direct services
December 2015	$977	Salary for staff who provide direct services
January 2016	$977	Salary for staff who provide direct services
February 2016	$977	Salary for staff who provide direct services
March 2016	$977	Salary for staff who provide direct services
April 2016	$977	Salary for staff who provide direct services
May 2016	$980	Salary for staff who provide direct services
TOTAL:	**$10,750**	

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. 3

Sub-recipient 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.

2015 - 2016 For the Months of...	Number of Un-duplicated Beneficiaries to be Serviced	Services Provided
July 2015	6	Self-development classes, outreach, & leadership development activities
August 2015	7	↓
September 2015	7	↓
October 2015	7	↓
November 2015	7	↓
December 2015	4	↓
January 2016	7	↓
February 2016	7	↓
March 2016	7	↓
April 2016	7	↓
May 2016	6	↓
Total for the Year:	72	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as outreach specialist and stipends to instructors of GED, ESL and citizenship preparation classes. Outreach will include the distribution of information about the various programs and services offered by LUPE, community meetings and leadership training for community residents within the Precinct No. 4 boundaries.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 4,500 Awarded By: **Precinct No. 4**

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

Funds will provide partial salary support for personnel providing direct service to residents of Hidalgo County Precinct No. 4.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

An Outreach Specialist will disseminate information about LUPE programs, benefits, and services and conduct leadership development activities for **80** residents of Precinct No. 4.

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents.
Without an increase in funding, no new services will be offered.

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

LUPE makes no distinction with respect to, age, race, or any other characteristic. We serve all eligible members of the community. The estimated beneficiaries is **80.**

Section VII List all locations (physical address) where the funded service(s) will be provided.

We will serve all eligible areas of Precinct No. 4.

Exhibit B-1
GRANT BUDGET
Precinct No. 4

Sub-recipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Sub-recipient 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 support for staff who provide direct services	$ 4,500
TOTAL GRANT BUDGET:	**$ 4,500**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 4

Sub-recipient 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**. Sub-recipient will be allowed up to two (2) amendments to the payment schedule.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July 2015	$409	Salary for staff who provide direct services
August 2015	$409	Salary for staff who provide direct services
September 2015	$409	Salary for staff who provide direct services
October 2015	$409	Salary for staff who provide direct services
November 2015	$409	Salary for staff who provide direct services
December 2015	$409	Salary for staff who provide direct services
January 2016	$409	Salary for staff who provide direct services
February 2016	$409	Salary for staff who provide direct services
March 2016	$409	Salary for staff who provide direct services
April 2016	$409	Salary for staff who provide direct services
May 2016	$410	Salary for staff who provide direct services
TOTAL:	**$4,500**	

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. 4

Sub-recipient 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 sub-recipient will be allowed up to two (2) amendments for the term of the agreement.

2015 - 2016 For the Months of...	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July 2015	7	Outreach and leadership development activities
August 2015	7	Outreach and leadership development activities
September 2015	7	Outreach and leadership development activities
October 2015	7	Outreach and leadership development activities
November 2015	7	Outreach and leadership development activities
December 2015	7	Outreach and leadership development activities
January 2016	7	Outreach and leadership development activities
February 2016	7	Outreach and leadership development activities
March 2016	8	Outreach and leadership development activities
April 2016	8	Outreach and leadership development activities
May 2016	8	Outreach and leadership development activities
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

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director..

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND WOMEN TOGETHER FOUNDATION, INC. FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **WOMEN TOGETHER FOUNDATION, INC.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($41,400.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B",** or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$41,400.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Women Together Foundation, Inc. Estella De Anda 511 N. Cynthia McAllen, Texas 78501 956-630-4878 Office 956-687-4715 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause
   a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

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 N. Cynthia
City/State/Zip: McAllen, Texas 78501
Federal I.D. # or Soc. Sec. #:74-007536
DUNS #: 17022172

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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Services that will be provided to victims of family violence and/or sexual assault as a result of this funding include: crisis intervention, shelter services, legal advocacy and outreach services.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$8,000 Awarded By: **Precinct No. 1**

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

Funding will be used to pay for the salary of a part-time Intake Clerk/Outreach Advocate

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

This staff person will answer hotline calls and provide crisis intervention and referral services to victims and conduct some outreach services and onsite crisis intervention as needed.

Section V 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. Through this project, awareness and direct services will be provided.

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

It is estimated that approximately 300 Low-Income women, children and men who are residents of Precinct 1 will receive crisis intervention and information & referrals to the emergency shelter and other social services

Section VII List all locations (physical address) where the funded service(s) will be provided.

420 N. 21st St., Mcallen, TX 78501, 111 E. 5th St., Weslaco, TX 78596, Shelter – Location is confidential

Exhibit B-1
GRANT BUDGET
Precinct No. 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 Intake Clerk/Outreach Advocate	$8,000
TOTAL GRANT BUDGET:	**$ 8,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$727.27	Wages for Intake Clerk /Outreach Advocate
August	$727.27	Wages for Intake Clerk /Outreach Advocate
September	$727.27	Wages for Intake Clerk /Outreach Advocate
October	$727.27	Wages for Intake Clerk /Outreach Advocate
November	$727.27	Wages for Intake Clerk /Outreach Advocate
December	$727.27	Wages for Intake Clerk /Outreach Advocate
January	$727.27	Wages for Intake Clerk /Outreach Advocate
February	$727.27	Wages for Intake Clerk /Outreach Advocate
March	$727.27	Wages for Intake Clerk /Outreach Advocate
April	$727.27	Wages for Intake Clerk /Outreach Advocate
May	$727.30	Wages for Intake Clerk /Outreach Advocate
TOTAL:	**$8,000**	

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	27	Crisis Intervention, advocacy and outreach services
August	27	Crisis Intervention, advocacy and outreach services
September	27	Crisis Intervention, advocacy and outreach services
October	27	Crisis Intervention, advocacy and outreach services
November	27	Crisis Intervention, advocacy and outreach services
December	27	Crisis Intervention, advocacy and outreach services
January	27	Crisis Intervention, advocacy and outreach services
February	27	Crisis Intervention, advocacy and outreach services
March	28	Crisis Intervention, advocacy and outreach services
April	28	Crisis Intervention, advocacy and outreach services
May	28	Crisis Intervention, advocacy and outreach services
Total for the Year:	**300**	

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

Exhibit A
STATEMENT OF WORK
Precinct No.2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Services that will be provided to victims of family violence and/or sexual assault as a result of this funding include: crisis intervention, case management, shelter services, transitional housing, legal advocacy.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$13,500 Awarded By: **Precinct No. 2**

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

The receptionist/intake clerk will answer hotline calls and conduct initial screening of victims coming in for services. She will also provide crisis intervention and referral services to victims. Case worker will provide direct services to victims residing at the at our transitional housing facility.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Victims of family violence and/or sexual assault will have accessible crisis intervention and shelter services. They will also receive case management and referral services to other social services available within the community.

Section V 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. They will also receive referrals to other social services available within the community.

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

It is estimated that approximately 200 Low-Income women, children and men who are residents of Precinct No. 2 will receive crisis intervention and information & referrals to the emergency shelter and other social services

Section VII List all locations (physical address) where the funded service(s) will be provided.

420 N. 21st St., and 511 N. Cynthia. Mcallen, TX 78501, Shelter – Location is confidential

Exhibit B-1
GRANT BUDGET
Precinct No. 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 for Case worker, Intake Clerk/Receptionist	$ 13,500
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 13,500**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
July	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
August	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
September	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
October	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
November	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
December	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
January	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
February	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
March	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
April	$1,227.27	Salary for Intake Clerk/Receptionist and Case Worker
May	$1,227.30	Salary for Intake Clerk/Receptionist and Case Worker
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 No. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	19	Crisis Intervention, advocacy services and case management
August	19	Crisis Intervention, advocacy services and case management
September	18	Crisis Intervention, advocacy services and case management
October	18	Crisis Intervention, advocacy services and case management
November	18	Crisis Intervention, advocacy services and case management
December	18	Crisis Intervention, advocacy services and case management
January	18	Crisis Intervention, advocacy services and case management
February	18	Crisis Intervention, advocacy services and case management
March	18	Crisis Intervention, advocacy services and case management
April	18	Crisis Intervention, advocacy services and case management
May	18	Crisis Intervention, advocacy services and case management
Total for the Year:	**200**	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Services that will be provided to victims of family violence and/or sexual assault as a result of this funding include: crisis intervention, case management, shelter services, transitional housing and legal advocacy.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$9,900 Awarded By: **Precinct No. 3**

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
The receptionist/intake clerk will answer hotline calls and conduct initial screening of victims coming in for services. She will also provide crisis intervention and referral services to victims.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

Victims of family violence and/or sexual assault will have accessible crisis intervention and shelter services. They will also recieve referral services to other social services available within the community.

Section V 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. They will also receive referrals to other social services available within the community.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
It is estimated that approximately 230 Low-Income women, children and men who are residents of Precinct 3 will receive crisis intervention and information & referrals to the emergency shelter and other social services.

Section VII List all locations (physical address) where the funded service(s) will be provided. 420 N. 21st St., and 511 N. Cynthia. Mcallen, TX 78501, Shelter – Location is confidential.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 Intake Clerk/Receptionist	$9,900
TOTAL GRANT BUDGET:	**$ 9,900**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$900	Salary for Intake clerk/receptionist
August	$900	Salary for Intake clerk/receptionist
September	$900	Salary for Intake clerk/receptionist
October	$900	Salary for Intake clerk/receptionist
November	$900	Salary for Intake clerk/receptionist
December	$900	Salary for Intake clerk/receptionist
January	$900	Salary for Intake clerk/receptionist
February	$900	Salary for Intake clerk/receptionist
March	$900	Salary for Intake clerk/receptionist
April	$900	Salary for Intake clerk/receptionist
May	$900	Salary for Intake clerk/receptionist
TOTAL:	**$9,900**	

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. 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.

2015 – 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	20	Crisis Intervention, Advocacy and Referral Services
August	21	Crisis Intervention, Advocacy and Referral Services
September	21	Crisis Intervention, Advocacy and Referral Services
October	21	Crisis Intervention, Advocacy and Referral Services
November	21	Crisis Intervention, Advocacy and Referral Services
December	21	Crisis Intervention, Advocacy and Referral Services
January	21	Crisis Intervention, Advocacy and Referral Services
February	21	Crisis Intervention, Advocacy and Referral Services
March	21	Crisis Intervention, Advocacy and Referral Services
April	21	Crisis Intervention, Advocacy and Referral Services
May	21	Crisis Intervention, Advocacy and Referral Services
Total for the Year:	**230**	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Services that will be provided to victims of family violence and/or sexual assault as a result of this funding include: crisis intervention, shelter services, legal advocacy and outreach services.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$10,000 Awarded By: **Precinct No. 4**

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Funding will used to pay for the salary of a part-time intake clerk/outreach advocate.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

This staff person will answer hotline calls and provide crisis intervention and referral services to victims and conduct some outreach services and onsite crisis intervention as needed.

Section V 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. Most lack the knowledge about services available to them. Through this project, awareness and direct services will be provided.

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

It is estimated that approximately 200 Low-Income women, children and men who are residents of Precinct No. 4 will receive crisis intervention and information & referrals to the emergency shelter and other social services.

Section VII List all locations (physical address) where the funded service(s) will be provided.
420 N. 21st McAllen, 511 N. Cynthia McAllen, TX 78501

Exhibit B-1
GRANT BUDGET
Precinct No. 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 for Intake Clerk/outreach advocate	$10,000
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$950	Salary for Intake Clerk/Outreach Advocate
August	$950	Salary for Intake Clerk/Outreach Advocate
September	$950	Salary for Intake Clerk/Outreach Advocate
October	$950	Salary for Intake Clerk/Outreach Advocate
November	$950	Salary for Intake Clerk/Outreach Advocate
December	$950	Salary for Intake Clerk/Outreach Advocate
January	$950	Salary for Intake Clerk/Outreach Advocate
February	$950	Salary for Intake Clerk/Outreach Advocate
March	$950	Salary for Intake Clerk/Outreach Advocate
April	$950	Salary for Intake Clerk/Outreach Advocate
May	$500	Salary for Intake Clerk/Outreach Advocate
TOTAL:	**$10,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	18	Crisis Intervention, advocacy and outreach services
August	18	Crisis Intervention, advocacy and outreach services
September	18	Crisis Intervention, advocacy and outreach services
October	18	Crisis Intervention, advocacy and outreach services
November	18	Crisis Intervention, advocacy and outreach services
December	18	Crisis Intervention, advocacy and outreach services
January	18	Crisis Intervention, advocacy and outreach services
February	18	Crisis Intervention, advocacy and outreach services
March	18	Crisis Intervention, advocacy and outreach services
April	19	Crisis Intervention, advocacy and outreach services
May	19	Crisis Intervention, advocacy and outreach services
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

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND RGV LITERACY CENTER FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **RGV LITERACY CENTER** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($16,000.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$16,000.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	RGV Literacy Center Rocio P. Mata 1005 W. Gore St. Pharr, Texas 78577 956-961-4299 Office

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: RGV Literacy Center

Address: 1005 W. Gore Street
City/State/Zip: Pharr, Texas 78577
Federal I.D. # or Soc. Sec. #:20-5646983
DUNS #: 801401600

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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits for outreach specialist. This includes purchase of program supplies and related expenses. RGV Literacy Center will offer basic adult education classes, including literacy classes, pre-GED, GED Classes, ESL Classes and Family Literacy to Precinct No. 2 participants.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$12,000 Awarded By: **Precinct No. 2**

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

Funding is for portion of salaries of Community Outreach Staff providing services in Precinct No. 2 including Community Outreach Liaison, community outreach agents, ESL Instructors/Tutors and GED Instructors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

As a result of the CDBG award, RGVLC will target participants from the Precinct No. 2. Classes will commence in the Fall of 2015 and will continue through May 2016. Classes will be offered for three (3) terms each calendar year. Each term will consist of (12) weeks. Classes are generally offered during the day, and are three (3) hours long, three times a week, for a total of (9) hours per week.

Section V 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 this award funds will provide professional quality basic education classes to be offered within the identified community free of charge. This service is not currently available within the designated areas.

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

Estimated program beneficiaries (75) are low income adults with limited employability skills in need of literacy classes within Precinct No. 2. These participants are low literate/illiterate adults living within Precinct No. 2 who are facing difficult barriers in life.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Classes will be offered at the following location: San Carlos Community Center located on 230 North 86th Street in Edinburg, Texas 78542. San Carlos Elementary School located on505 North 83rd Street in Edinburg, Texas 78542.

Exhibit B-1
GRANT BUDGET
Precinct No. 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	$ 10,000
Program Supplies	$2,000
TOTAL GRANT BUDGET:	**$ 12,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$1,000	Outreach
August	$1,000	Outreach
September	$1,500	ESL/GED
October	$1,000	ESL/GED
November	$1,000	ESL/GED
December	$1,000	Outreach
January	$1,500	ESL/GED
February	$1,000	ESL/GED
March	$1,000	ESL/ Outreach
April	$1,000	ESL/GED
May	$1,000	ESL/GED
TOTAL:	**$12,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	25	ESL,GED
October		
November		
December		
January	25	ESL, GED
February		
March	25	ESL, GED
April		
May		
Total for the Year:	75	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits for outreach specialist. This includes purchase of program supplies and related expenses. RGV Literacy Center will offer basic adult education classes, including literacy classes, pre-GED, GED Classes, ESL Classes and Family Literacy to Precinct No. 4 participants.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$4,000 Awarded By: **Precinct No. 4**

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

Funding is for portion of salaries of Community Outreach Staff providing services in Precinct No. 4, including Community Outreach Liaison, community outreach agents, ESL Instructors/Tutors and GED Instructors.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

As a result of the CDBG award, RGVLC will target participants from the Precinct No. 4. Classes will commence in the Fall of 2015 and will continue through May 2016. Classes will be offered for three (3) terms each calendar year. Each term will consist of (12) weeks. Classes are generally offered during the day, and are three (3) hours long, three times a week, for a total of (9) hours per week.

Section V 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 this award funds will provide professional quality basic education classes to be offered within the identified community free of charge. This service is not currently available within the designated areas.

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

Estimated program beneficiaries (75) are low income adults with limited employability skills in need of literacy classes within Precinct No. 4. These participants are low literate/illiterate adults living within Precinct No. 4 who are facing difficult barriers in life.

Section VII List all locations (physical address) where the funded service(s) will be provided.

Classes will be offered at the following location: San Carlos Community Center located on 230 North 86th Street in Edinburg, Texas 78542. San Carlos Elementary School located on505 North 83rd Street in Edinburg, Texas 78542.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 & Fringe Benefits	$ 4,000
TOTAL GRANT BUDGET:	**$ 4,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$400	Outreach
August	$400	Outreach
September	$400	ESL
October	$400	ESL
November	$400	ESL
December	$200	Outreach
January	$200	ESL
February	$400	ESL
March	$400	ESL/ Outreach
April	$400	ESL
May	$400	ESL
TOTAL:	**$4,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	25	ESL,GED
October		
November		
December		
January	25	ESL, GED
February		
March	25	ESL, GED
April		
May		
Total for the Year:	75	

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

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND SENIOR COMMUNITY OUTREACH SERVICES, INC. FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **SENIOR COMMUNITY OUTREACH SERVICES, INC.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B**.

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($45,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B",** or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$45,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Senior Community Outreach Services, Inc. Jose T. Perez 840 W. Austin Ave. Alamo, Texas 78516 956-787-9524 Office 956-702-2717 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.,* as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

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 W. Austin Ave.
City/State/Zip: Alamo, Texas 78516
Federal I.D. # or Soc. Sec. #:74-2805842
DUNS #: 36835676

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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Precinct No. 1 CDBG funding will be used to serve and assist at least Twenty (20) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$**10,000** Awarded By: **Precinct No. 1**

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

Precinct No. 1 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of (20) homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

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

Precinct No. 1 CDBG moneys will be used to serve and assist at least Twenty (20) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VII List all locations (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 provided at their respective home within the boundaries of Precinct No. 1.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$2,000	SCP Volunteer Stipend
September	$2,000	SCP Volunteer Stipend
October	$2,000	SCP Volunteer Stipend
November	$2,000	SCP Volunteer Stipend
December	$2,000	SCP Volunteer Stipend
January		
February		
March		
April		
May		
TOTAL:	**$ 10,000**	

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.

2015 - 2016 For the month of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	16	In-Home Care Service
September	4	In-Home Care Service
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	20	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Precinct No. 2 CDBG funding will be used to serve and assist at least (6) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$ 5,000 Awarded By: **Precinct No. 2**

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

Precinct No. 2 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of (6) homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

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

Precinct No. 2 CDBG moneys will be used to serve and assist at least (6) homebound and frail adults living at home, who need person-to-person support to continue living at home.

Section VII List all locations (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 their respective home within the boundaries of Precinct No. 2.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
SCP Volunteer Stipend @ $2.65 per/hour	$ 5,000
TOTAL GRANT BUDGET:	**$ 5,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,250	SCP Volunteer Stipend
September	$1,250	SCP Volunteer Stipend
October	$1,250	SCP Volunteer Stipend
November	$1,250	SCP Volunteer Stipend
December		
January		
February		
March		
April		
May		
TOTAL:	**$ 5,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	6	In-Home Care Service
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	6	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Precinct No. 3 CDBG funding will be used to serve and assist at least (20) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$ 9,000 Awarded By: **Precinct No. 3**

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

Precinct No. 3 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of (20) homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

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

Precinct No. 3 CDBG moneys will be used to serve and assist at least (20) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VII List all locations (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 their respective home within the boundaries of Precinct No. 3.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
SCP Volunteer Stipend @ $2.65 per/hour	$ 9,000
TOTAL GRANT BUDGET:	**$ 9,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,800	SCP Volunteer Stipend
September	$1,800	SCP Volunteer Stipend
October	$1,800	SCP Volunteer Stipend
November	$1,800	SCP Volunteer Stipend
December	$1,800	
January		
February		
March		
April		
May		
TOTAL:	**$ 9,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	16	In-Home Care Service
September	4	In-Home Care Service
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	20	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Precinct No. 4 CDBG funding will be used to serve and assist at least (20) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$ 5,000 Awarded By: **Precinct No. 4**

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

Precinct No. 4 CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of (20) homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

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

Precinct No. 4 CDBG moneys will be used to serve and assist at least (20) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VII List all locations (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 their respective home within the boundaries of Precinct No. 4.

Exhibit B-1
GRANT BUDGET
Precinct No. 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
SCP Volunteer Stipend @ $2.65 per/hour	$ 5,000
TOTAL GRANT BUDGET:	**$ 5,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,000	SCP Volunteer Stipend
September	$1,000	SCP Volunteer Stipend
October	$1,000	SCP Volunteer Stipend
November	$1,000	SCP Volunteer Stipend
December	$1,000	SCP Volunteer Stipend
January		
February		
March		
April		
May		
TOTAL:	**$ 5,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	16	In-Home Care Service
September	4	In-Home Care Service
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	20	

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

Exhibit A
STATEMENT OF WORK
Alton

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

City of Alton CDBG funding will be used to serve and assist at least (20) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$5,000 Awarded By: **City of Alton**

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

City of Alton CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of (20) homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

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

City of Alton CDBG funds will be used to serve and assist at least Twenty (20) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VII List all locations (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 their respective home within the boundaries of City of Alton.

Exhibit B-1
GRANT BUDGET
Alton

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
TOTAL GRANT BUDGET:	**$ 5,000**

Exhibit B-2
PAYMENT SCHEDULE
Alton

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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,000	SCP Volunteer Stipend
September	$1,000	SCP Volunteer Stipend
October	$1,000	SCP Volunteer Stipend
November	$1,000	SCP Volunteer Stipend
December	$1,000	SCP Volunteer Stipend
January		
February		
March		
April		
May		
TOTAL:	**$ 5,000**	

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 Alton

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		In-Home Care Service
August	20	In-Home Care Service
September		In-Home Care Service
October		In-Home Care Service
November		In-Home Care Service
December		In-Home Care Service
January		In-Home Care Service
February		In-Home Care Service
March		In-Home Care Service
April		In-Home Care Service
May		In-Home Care Service
Total for the Year:	**20**	

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 will be provided by the agency as a result of the 2015 CDBG award.

City of Mercedes CDBG funding will be used to serve and assist at least (18) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$5,000 Awarded By: **City of Mercedes**

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

City of Mercedes CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of (18) homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

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

City of Mercedes CDBG moneys will be used to serve and assist at least (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VII List all locations (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 their respective home within the boundaries of City of Mercedes.

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
SCP Volunteer Stipend @ $2.65 per/hour	$ 7,500
TOTAL GRANT BUDGET:	**$ 7,500**

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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,500	SCP Volunteer Stipend
September	$1,500	SCP Volunteer Stipend
October	$1,500	SCP Volunteer Stipend
November	$1,500	SCP Volunteer Stipend
December	$1,500	SCP Volunteer Stipend
January		
February		
March		
April		
May		
TOTAL:	**$ 7,500**	

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	14	In-Home Care Service
September	4	In-Home Care Service
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	18	

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

Exhibit A
STATEMENT OF WORK
San Juan

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

City of San Juan CDBG funding will be used to serve and assist at least (39) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$ 4,000 Awarded By: **City of San Juan**

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

City of San Juan CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of 39 homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
City of San Juan CDBG moneys will be used to serve and assist at least (39) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VII List all locations (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 their respective home within the boundaries of the City of San Juan.

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
SCP Volunteer Stipend @ $2.65 per/hour	**$ 4,000**
TOTAL GRANT BUDGET:	**$ 4,000**

Exhibit B-2
PAYMENT SCHEDULE
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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,000	SCP Volunteer Stipend
September	$1,000	SCP Volunteer Stipend
October	$1,000	SCP Volunteer Stipend
November	$1,000	SCP Volunteer Stipend
December		
January		
February		
March		
April		
May		
TOTAL:	**$ 4,000**	

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
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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	20	In-Home Care Service
September	19	In-Home Care Service
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	39	

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

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

AGREEMENT BETWEEN COUNTY OF HIDALGO AND LRGVDC VALLEY METRO TRANSPORTATION FOR COMMUNITY DEVELOPEMT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this **7th** day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **LRGVDC VALLEY METRO TRANSPORTATION** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B.**

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 **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($88,500.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B",** or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$88,500.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	LRGVDC Valley Metro Kenneth N. Jones Jr. 301 W. Railroad Weslaco, Texas 78596 956-682-3481 Office 956-631-4670 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** 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 **GRANTEE** 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.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the 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

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015.** Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: LRGVDC Valley Metro

Address: 301 W. Railroad
City/State/Zip: Weslaco, Texas 78596
Federal I.D. # or Soc. Sec. #:74-1586196
DUNS #: 010537520

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_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

Exhibit A
STATEMENT OF WORK
Precinct No. 1

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

We will continue to provide public transportation through our buses on Valley Metro routes in Precinct 1.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 21,000 Awarded By: **Precinct No. 1**

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

Funds will be used to pay for transit staff (drivers) operating bus service.
Funds will cover salaries and fringe.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school after/school, seasonal, etc.).

We will continue to provide public transportation service through our Valley Metrobus routes. Bus service operates from Monday - Saturday for approximately 12 hours each day.

Section V 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 funds will support a public transportation route system that provides much-needed access to medical appointments, jobs, training, day care, shopping, education, and other locations for low-income persons, most of whom do not have reliable transportation.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
Approximately 58% of the program beneficiaries are female and 64% are under 18 years of age. Almost 100% receive some social service benefit, such as TANF or Medicaid. We plan to serve approximately 318,923 clients (Countywide Project).

Section VII List all locations (physical address) where the funded service(s) will be provided.

The service area along Highway 107 and Business 83, reaching La Blanca, Elsa, Edcouch, La Villa, Mercedes, Weslaco, Donna, and Alamo. The bus deviates 1/2 mile from the route.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 costs (up to 30 drivers) - Salary & fringe based on a pay rate from $12/hr - $16/hr	$21,000
TOTAL GRANT BUDGET:	**$ 21,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July	$21,000	Drivers' salary & fringe
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:	$21,000	

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July	318,923	Valley Metro bus Transportation
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	**318,923**	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 2

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

We will continue to provide public transportation through our buses on Valley Metro routes in Precinct 2.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$10,000 Awarded By: **Precinct No. 2**

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

Funds will be used to pay for transit staff (drivers) operating bus service.
Funds will cover salaries and fringe.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

We will continue to provide public transportation service through our Valley Metro bus routes. Bus service operates from Monday - Saturday for approximately 12 hours each day.

Section V 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 funds will support a public transportation route system that provides much-needed access to medical appointments, jobs, training, day care, shopping, education, and other locations for low-income persons, most of whom do not have reliable transportation.

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

Approximately 58% of the program beneficiaries are female. Approximately 64% are under 18 years of age. Almost 100% receive some social service benefit, such as TANF or Medicaid. We plan to serve approximately 318,923 clients (Countywide Project).

Section VII List all locations (physical address) where the funded service(s) will be provided.

The service area along Business 83 and Cage Blvd, and areas near Pharr, San Juan, Alamo, Las Milpas, and small communities nearby. The bus deviates 1/2 mile.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 costs (up to 30 drivers) - Salary & fringe based on a pay rate from $12/hr - $16/hr	$10,000
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$10,000	Drivers' salary & fringe
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:	**$10,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	318,923	Valley Metro bus Transportation
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	**318,923**	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

We will continue to provide public transportation through our buses on Valley Metro routes in Precinct No. 3.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 22,500 Awarded By: **Precinct No. 3**

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

Funds will be used to pay for transit staff (drivers) operating bus service.
Funds will cover salaries and fringe.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

We will continue to provide public transportation service through our Valley Metro bus routes. Bus service operates from Monday - Saturday for approximately 12 hours each day.

Section V 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 funds will support a public transportation route system that provides much-needed access to medical appointments, jobs, training, day care, shopping, education, and other locations for low-income persons, most of whom do not have reliable transportation.

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

Approximately 58% of the program beneficiaries are female. Approximately 64% are under 18 years of age. Almost 100% receive some social service benefit, such as TANF or Medicaid. We plan to serve approximately 318,913 clients (Countywide Project).

Section VII List all locations (physical address) where the funded service(s) will be provided.

The service area along Highway 83, La Homa Rd, and Highway 107 in areas near La Joya, Alton, Penitas, Palmview, and Mission, and communities 1/2 mile beyond the routes.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 costs (up to 30 drivers) - Salary & fringe based on a pay rate from $12/hr - $16/hr	$22,500
TOTAL GRANT BUDGET:	**$ 22,500**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$11,000	Drivers' salary & fringe
September	$11,500	Drivers' salary & fringe
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:	**$22,500**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	318,923	Valley Metro bus Transportation
September	318,923	Valley Metro bus Transportation
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	**318,923**	

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

Exhibit A
STATEMENT OF WORK
Precinct No. 4

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

We will continue to provide public transportation through our buses on Valley Metro routes in Precinct No. 4.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$10,000 Awarded By: **Precinct No. 4**

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

Funds will be used to pay for transit staff (drivers) operating bus service.
Funds will cover salaries and fringe.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

We will continue to provide public transportation service through our Valley Metro bus routes. Bus service operates from Monday - Saturday for approximately 12 hours each day.

Section V 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 funds will support a public transportation route system that provides much-needed access to medical appointments, jobs, training, day care, shopping, education, and other locations for low-income persons, most of whom do not have reliable transportation.

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

Approximately 58% of the program beneficiaries are female. Approximately 64% are under 18 years of age. Almost 100% receive some social service benefit, such as TANF or Medicaid. We plan to serve approximately 39,894 clients (Countywide Project).

Section VII List all locations (physical address) where the funded service(s) will be provided.
The service area is Precinct No. 4, including the Edinburg area and along Highway 107 towards San Carlos, Lopezville, and communities 1/2 mile outside the bus routes.

Exhibit B-1
GRANT BUDGET
Precinct No. 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 costs (up to 30 drivers) - Salary & fringe based on a pay rate from $12/hr - $16/hr	$10,000
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$9,500	Drivers' salary & fringe
October	$500	Drivers' salary & fringe
November		
December		
January		
February		
March		
April		
May		
TOTAL:	**$10,000**	

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. 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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	19,947	Valley Metro bus Transportation
October	19,947	Valley Metro bus Transportation
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	**39,894**	

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

Exhibit A
STATEMENT OF WORK
Alton

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

We will continue to provide public transportation through our buses on Valley Metro routes in Alton.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$5,000 Awarded By: **City of Alton**

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

Funds will be used to pay for transit staff (drivers) operating bus service.
Funds will cover salaries and fringe benefits.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

We will continue to provide public transportation service through our Valley Metro bus routes. Bus service operates from Monday - Saturday for approximately 12 hours each day.

Section V 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 funds will support a public transportation route system that provides much-needed access to medical appointments, jobs, training, day care, shopping, education, and other locations for low-income persons, most of whom do not have reliable transportation.

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

Approximately 58% of the program beneficiaries are female and 64% under 18 years of age. Almost 100% receive some social service benefit, such as TANF or Medicaid. We plan to serve approximately 11,730 clients. (Countywide Project).

Section VII List all locations (physical address) where the funded service(s) will be provided.
The service area is within the City of Alton. The service area is along the route and route deviates up to ½ mile from the route alignment to pick up people in nearby communities.

Exhibit B-1
GRANT BUDGET
Alton

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 costs (up to 30 drivers) - Salary & fringe based on a pay rate from $12/hr - $16/hr	$5,000
TOTAL GRANT BUDGET:	**$ 5,000**

Exhibit B-2
PAYMENT SCHEDULE
Alton

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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October	$5,000	Drivers' salary & fringe
November		
December		
January		
February		
March		
April		
May		
TOTAL:	**$5,000**	

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
Alton

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	11,730	Valley Metro bus Transportation
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	**11,730**	

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

Exhibit A
STATEMENT OF WORK
La Villa

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

We will continue to provide public transportation through our buses on Valley Metro routes in La Villa.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$10,000 Awarded By: **City of La Villa**

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

Funds will be used to pay for transit staff (drivers) operating bus service.
Funds will cover salaries and fringe benefits.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

We will continue to provide public transportation service through our Valley Metro bus routes. Bus service operates from Monday - Saturday for approximately 12 hours each day.

Section V 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: **Additiona**l ESL classes will be offered; new sports program will be created for the youth, etc.)

The funds will support a public transportation route system that provides much-needed access to medical appointments, jobs, training, day care, shopping, education, and other locations for low-income persons, most of whom do not have reliable transportation.

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

Approximately 58% of the program beneficiaries are female and 64% under 18 years of age. Almost 100% receive some social service benefit, such as TANF or Medicaid. We plan to serve approximately 1,270 clients. (Countywide Project).

Section VII List all locations (physical address) where the funded service(s) will be provided.
The service area is City of La Villa, nearby areas along the route and areas ½ mile outside route alignment.

Exhibit B-1
GRANT BUDGET
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
Personnel costs (up to 30 drivers) - Salary & fringe based on a pay rate from $12/hr - $16/hr	$10,000
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October	$10,000	Drivers' salary & fringe
November		
December		
January		
February		
March		
April		
May		
TOTAL:	**$10,000**	

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
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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	1,270	Valley Metro bus Transportation
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	**1,270**	

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

Exhibit A
STATEMENT OF WORK
Sullivan City

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

We will continue to provide public transportation through our buses on Valley Metro routes in Sullivan City.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 10,000 Awarded By: **Sullivan City**

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

Funds will be used to pay for transit staff (drivers) operating bus service.
Funds will cover salaries and fringe benefits.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

We will continue to provide public transportation service through our Valley Metro bus routes. Bus service operates from Monday - Saturday for approximately 12 hours each day.

Section V 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 funds will support a public transportation route system that provides much-needed access to medical appointments, jobs, training, day care, shopping, education, and other locations for low-income persons, most of whom do not have reliable transportation.

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

Approximately 58% of the program beneficiaries are female. Approximately 64% are under 18 years of age. Almost 100% receive some social service benefit, such as TANF or Medicaid. We plan to serve approximately 4,000 clients (Countywide project).

Section VII List all locations (physical address) where the funded service(s) will be provided.

The service area is Sullivan City and areas 1/2 mile outside the route alignment.

Exhibit B-1
GRANT BUDGET
Sullivan City

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 costs (up to 30 drivers) - Salary & fringe based on a pay rate from $12/hr - $16/hr	$10,000
TOTAL GRANT BUDGET:	**$ 10,000**

Exhibit B-2
PAYMENT SCHEDULE
Sullivan City

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.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October	$5,500	Drivers' salary & fringe
November	$4,500	Drivers' salary & fringe
December		
January		
February		
March		
April		
May		
TOTAL:	**$10,000**	

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
Sullivan City

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October	2,000	Valley Metro bus Transportation
November	2,000	Valley Metro bus Transportation
December		
January		
February		
March		
April		
May		
Total for the Year:	4,000	

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

EXHIBIT D
RECORDS & REPORTS

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- 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 (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

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 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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

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

8. 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 **Part VI Section H** "Suspension and Termination".

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

10. As per **Part VII Section 7** 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.

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

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. 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 including ALL cancelled checks.

Exhibit F
Other Applicable Provisions

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit A
STATEMENT OF WORK
City of Mercedes

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

City of Mercedes CDBG funding will be used to serve and assist at least (18) homebound and frail adults age 62 & over living at home who need person-to-person support to continue living at home.

Section II State the CDBG grant amount awarded and name of awarding City / Precinct.
$7,500 Awarded By: **City of Mercedes**

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

City of Mercedes CDBG funds will be used to provide a small tax-free stipend of $2.65 per/hour and serve an average of (18) homebound clients who are identified as at-risk of losing their independence.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / after school, seasonal, etc.).

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 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. Additional New service will be offered to provide transportation to elderly clients to and from their home for medical, financial or personal necessities.

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

City of Mercedes CDBG moneys will be used to serve and assist at least (18) homebound and frail adults living at home who need person-to-person support to continue living at home.

Section VII List all locations (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 their respective home within the boundaries of City of Mercedes.

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
SCP Volunteer Stipend @ $2.65 per/hour	$ 7,500
TOTAL GRANT BUDGET:	**$ 7,500**

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.

2015- 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	$1,500	SCP Volunteer Stipend
September	$1,500	SCP Volunteer Stipend
October	$1,500	SCP Volunteer Stipend
November	$1,500	SCP Volunteer Stipend
December	$1,500	SCP Volunteer Stipend
January		
February		
March		
April		
May		
TOTAL:	**$ 7,500**	

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.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August	14	In-Home Care Service
September	4	In-Home Care Service
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:	18	

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

AI-50329 **Urban County** **12. E.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program requests approval of the Emergency Solutions Grants Program Sub-Recipient Agreements for Program Year 28 (2015). See attached Agreements

Sub-Recipient Agency	Total Contract Amount
1. Catholic Charities of the Rio Grande Valley	$ 209,484.05
2. Women Together Foundation, Inc.	$ 179,075.07
3. The Salvation Army	$ 236,514.25
Total:	**$ 625,073.37**

BACKGROUND

The Urban County Program Emergency Solutions Grant contract agreements will begin July 7, 2015 and terminate on December 31, 2016.

Fiscal Impact

Attachments

Correspondence
Catholic Charities
Salvation Army
Women Together

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 09:22 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Sandra Regalado Started On: 07/01/2015 05:25 PM

Final Approval Date: 07/02/2015

URBAN COUNTY PROGRAM

427 E. DURANTA AVENUE □ ALAMO, TEXAS 78516 □ (956) 787-8127 FAX (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

April 14, 2015

Texas Homeless Network
Attn: Eric Samuels
1713 Fortview Road
Austin, Texas 78704

Re: 2015 ESG Consultation

Dear Mr. Samuels:

Attached, you will find the three (3) applications for 2015 ESG that were turned in before the March 27, 2015 deadline. Please review and approve our recommended award.

Should you have any questions, please do not hesitate to contact Danny Coca, ESG Coordinator at (956) 787-8127

Sincerely,

Antonio Barco
Deputy Director

Texas Homeless Network

Providing solutions to end homelessness in Texas communities through education, resources and advocacy

Board of Directors

Officers:

Chair
Lynne Sipiora
McKinney

Vice Chair
Marilyn Brown
Houston

Secretary
Jo Kathryn Quinn
Austin

Treasurer
Randy Clinton
Fort Worth

Past Chair
Randy Clinton
Fort Worth

Board Members:

Leon Evans
San Antonio
Gary Fox
Amarillo
Christina Fulsom
Tyler
Stephen Goodman
Fort Worth
Teri Holtkamp
Waco
Jennifer Jones
El Paso
DiAnn Koehl
Midland
Karlene Lewis
Corpus Christi
Will McGhee
San Antonio
Donna Piper
Wichita Falls
Michaelle Wormly
Galveston

Executive Director
Ken Martin

April 20, 2015

Irma Garza
Hidalgo County Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516

RE: ESG Written Standards

Dear Ms. Garza,

Texas Homeless Network (THN) is pleased to provide this letter to verify that as the TX BoS CoC lead agency our staff was consulted regarding the ESG action plan Hidalgo County chose to utilize to expend recaptured funds from this project year. The documentation Hidalgo County sent the CoC lead agency for review included evidence of transparency regarding funding availability, an assessment of community needs, and an equitable method of applicant prioritization and fund allocation.

If you have any questions please do not hesitate to call or write to eric@thn.org or 512-687-5105.

Sincerely,

Eric Samuels
Director of Continuum of Care Programs

1713 Fortview Road, Austin Texas 78704
(512)482-8270 fax:(512)478-9077
www.thn.org

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2015 – YR 28
EMERGENCY SOLUTIONS GRANTS PROGRAM (HESG)

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 7th day of July, 2015 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and **CATHOLIC CHARITIES OF THE RGV**, a neighborhood based not-for-profit organization, 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 the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

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 Emergency Solutions Grants Program ("HESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, 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 HESG 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 HESG funding in the amount of **$ 209,484.05** enumerated in **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 HESG funds. Monthly performance reports must be submitted on or before the 15th of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of six (6) years.

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 XII** 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 DECEMBER 15, 2016) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with HESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of HESG 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 HESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the 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 HESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.** Refer to **Exhibit E** for more detail.

SECTION VI
Matching Funds

SUBRECIPIENT must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

SECTION VII
Lead Based Paint

Lead Based Paint regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

Lead-based Paint Remediation and Disclosure. The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under HESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use HESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). SUBRECIPIENT must complete a Lead-Base Paint visual assessment on all units being assisted with HESG funds.

SECTION VIII
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. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under HESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION IX
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on " other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

SECTION X
Uniform Administrative Requirements

SUBRECIPIENT must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

SUBRECIPIENT shall comply with the provisions in 2 CFR Part 200 or the related HESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

SECTION XI
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 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.

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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 if the SUBRECIPIENT fails to submit an audit within the allotted time.**

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 if the SUBRECIPIENT fails to submit a Financial Management Letter.**

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.

SUBRECIPIENT is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

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 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

SECTION XII
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, 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"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

SUBRECIPIENT agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

SUBRECIPIENT must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and Catholic Charities of the RGV.**

SECTION XIII
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 HESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with HESG 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 XIV
Use of Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where HESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses HESG 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 **XXI.**

SECTION XV
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 XVI
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 84.46, and the TEXAS COUNTY PURCHASING ACT.

SUBRECIPIENT must comply with HESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

SUBRECIPIENT shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

SECTION XVII
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 **(Exhibit A)**, 24 CFR Part 576.404, 24 CFR Part 84.40-48.

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 XVIII
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 XIX
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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@ucp.co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

CATHOLIC CHARITIES OF THE RGV
c/o Sister Norma Pimentel, Executive Director
700 N. Virgen de San Juan Blvd.
San Juan, Texas 78589
Phone #: (956) 702-4088
Fax #: (956) 782-1418
Email: npimentel@cdob.org

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 XX
Participation in HMIS and Coordinated Access System

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("HESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (HESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under HESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, HESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

System and Program Coordination with Mainstream Resources. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, HESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

Participation of Homeless Persons in Policy-Making and Operations, The SUBRECIPIENT understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (HESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI
Effective Date

The effective date of this agreement shall be the **7th day of July 2015,** 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 December 2016.** ***Non-profits funding will be for a period of fourteen (18) months and a two (2) year period for the grantee (UCP). An extension may be granted by the UCP director up to a period of 6 months.**

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT **Name:** Catholic Charities of the RGV
Address: 700 N. virgin de San Juan Blvd.
City/State/Zip: San Juan, Texas 78589
Federal I.D. #: 68-0599307
DUNS #: 956016075

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_____ .

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: 06-30-2015

EXHIBIT A
STATEMENT OF WORK

HMIS -Data Collections: §576.107

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care or a comparable database system for client tracking when servicing battered and abused population for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Shelter Operations: §576.102

Funds may be used for costs of providing services to homeless families and individuals in emergency shelters. Funds may be used for renovating shelter and the operating the emergency shelter. This activity is subject to the expenditure limit in §576.100(b)

Homeless Prevention: §576.103

Financial assistance includes housing stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

Rapid Rehousing: §576.104

ESG funds may be used to provide housing relocation and stabilization services and short-and medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. Participants must meet the criteria under paragraph (1) of the homeless definition in §576.2

EXHIBIT B-1
Grant Budget
As identified through the Statement of Work

TYPE OF EXPENDITURES		BUDGETED AMOUNT
HMIS (Data Collections)		
Staff Salaries for Data Entry	$ 3,389.68	
Equipment	$ 800.00	
Training	$ 0.00	**$4,189.68**
Rapid Re-housing		
Financial Assistance (Rental)	$ 22,500.00	
Financial Assistance (Dep/Utilities)	$ 6,000.00	
Financial Services (HR Stab. Services)	$ 18,000.00	**$ 46,500**
Homeless Prevention		
Financial Assistance (Rental)	$ 75,957.50	
Financial Assistance (Dep/Utilities)	$ 15,258.73	
Financial Services (HR Stab. Services)	$ 67,578.14	**$158,794.37**
Shelter Operations		
Maintenance & Operations	$ 0.00	
Essential Services	$ 0.00	**$ 0.00**
TOTAL GRANT BUDGET:		**$ 209,484.05**

EXHIBIT B-2
PAYMENT SCHEDULE

2015 - 2016 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
Jul. 2015	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Aug. 2015	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2015	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2015	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2015	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2015	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Jan. 2016	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Feb. 2016	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Mar. 2016	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Apr 2016	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
May 2016	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Jun. 2016	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Jul. 2016	$11,638	Homeless Prevention, HMIS, Rapid Rehousing
Aug. 2016	$11,639	Homeless Prevention, HMIS, Rapid Rehousing
Sept. 2016	$11,639	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2016	$11,639	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2016	$11,639	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2016	$11,639	Homeless Prevention, HMIS, Rapid Rehousing
TOTALS	**$209,484.05**	

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 this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

2015 - 2016 For the Months of...	Number of Beneficiaries	Services
Jul. 2015	111	Homeless Prevention, HMIS, Rapid Rehousing
Aug. 2015	111	Homeless Prevention, HMIS, Rapid Rehousing
Sep. 2015	111	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2015	111	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2015	111	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2015	111	Homeless Prevention, HMIS, Rapid Rehousing
Jan. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Feb. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Mar. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Apr. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
May 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Jun. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Jul. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Aug. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Sep. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Oct. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Nov. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Dec. 2016	111	Homeless Prevention, HMIS, Rapid Rehousing
Total Unduplicated	**111**	

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from HESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

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). Total 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
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing $_____, Homeless Prevention $_____, Shelter $_____).

B. Matching Funds 24 CFR 576 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, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 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 HESG assistance.
- ☐ **HESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report.

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

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 HESG-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 all financial records for HESG program.

SUBRECIPIENT must participate in the Annual Point in time Homeless Count.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit a complete **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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before December 15, 2016.

7. December expenditures (equipment / supplies) must be invoiced and paid by December 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 XII** "Suspension and Termination".

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

11. 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.

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

13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

14. 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.

15. Levels of accomplishments/performance measures includeperosn households assisted, or meals served, and should include time frames for performance.

Exhibit F
Other Applicable Provisions
24 CFR 576.407

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit G
2 CFR Part 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit G-1
24 CFR PART 84

24 CFR PART 84

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2015 – YR 28
EMERGENCY SOLUTIONS GRANTS PROGRAM (HESG)

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 7th day of July, 2015 by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and THE SALVATION ARMY, a neighborhood based not-for-profit organization, 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 the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

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 Emergency Solutions Grants Program ("HESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, 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 HESG 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 HESG funding in the amount of **$ 236,514.25** enumerated in **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 HESG funds. Monthly performance reports must be submitted on or before the 15th of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of six (6) years.

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 XII** 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 DECEMBER 15, 2016) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with HESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of HESG 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 HESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the 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 HESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.** Refer to **Exhibit E** for more detail.

SECTION VI
Matching Funds

SUBRECIPIENT must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

SECTION VII
Lead Based Paint

Lead Based Paint regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

Lead-based Paint Remediation and Disclosure. The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under HESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use HESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). SUBRECIPIENT must complete a Lead-Base Paint visual assessment on all units being assisted with HESG funds.

SECTION VIII
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. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under HESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION IX
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on " other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit** F attached hereto and incorporated herein for all purposes).

SECTION X
Uniform Administrative Requirements

SUBRECIPIENT must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

SUBRECIPIENT shall comply with the provisions in 2 CFR Part 200 or the related HESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

SECTION XI
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 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.

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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 if the SUBRECIPIENT fails to submit an audit within the allotted time.**

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 if the SUBRECIPIENT fails to submit a Financial Management Letter.**

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.

SUBRECIPIENT is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

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 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

SECTION XII
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, 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"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

SUBRECIPIENT agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

SUBRECIPIENT must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and THE SALVATION ARMY.**

SECTION XIII
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 HESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with HESG 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 XIV
Use of Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where HESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses HESG 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 **XXI.**

SECTION XV
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 XVI
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 84.46, and the TEXAS COUNTY PURCHASING ACT.

SUBRECIPIENT must comply with HESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

SUBRECIPIENT shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

SECTION XVII
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 **(Exhibit A)**, 24 CFR Part 576.404, 24 CFR Part 84.40-48.

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 XVIII
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 XIX
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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@ucp.co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

THE SALVATION ARMY
c/o Luis Melendez, Captain
1600 N. 23rd Street
McAllen, Texas 78502
Phone #: (956) 682-1468
Fax #: (956) 683-7511
Email: Eloise_montemayor@uss.salvationarmy.org

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 XX
Participation in HMIS and Coordinated Access System

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("HESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (HESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under HESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, HESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

System and Program Coordination with Mainstream Resources. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, HESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

Participation of Homeless Persons in Policy-Making and Operations, The SUBRECIPIENT understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (HESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI
Effective Date

The effective date of this agreement shall be the **7th day of July 2015** 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 December 2016.** ***Non-profits funding will be for a period of fourteen (18) months and a two (2) year period for the grantee (UCP). An extension may be granted by the UCP director up to a period of 6 months.**

Approved and signed this _____ day of _____ 20__.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT **Name: The Salvation Army**
Address: 1600 N. 23rd Street
City/State/Zip: McAllen, Texas 78502
Federal I.D. #: 58-0660607
DUNS #: 830704834

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_____.

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: 06-30-2015

EXHIBIT A
STATEMENT OF WORK

HMIS -Data Collections: §576.107

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care or a comparable database system for client tracking when servicing battered and abused population for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Shelter Operations: §576.102

Funds may be used for costs of providing services to homeless families and individuals in emergency shelters. Funds may be used for renovating shelter and the operating the emergency shelter. This activity is subject to the expenditure limit in §576.100(b)

Homeless Prevention: §576.103

Financial assistance includes housing stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

Rapid Rehousing: §576.104

ESG funds may be used to provide housing relocation and stabilization services and short-and medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. Participants must meet the criteria under paragraph (1) of the homeless definition in §576.2

EXHIBIT B-1
Grant Budget
As identified through the Statement of Work

TYPE OF EXPENDITURES		BUDGETED AMOUNT
HMIS (Data Collections)		
Staff Salaries for Data Entry	$ 0.00	
Equipment	$ 800.00	
Training	$ 0.00	**$800**
Rapid Re-housing		
Financial Assistance (Rental)	$ 16,938.57	
Financial Assistance (Dep/Utilities)	$ 0.00	
Financial Services (HR Stab. Services)	$ 0.00	**$ 16,938.57**
Homeless Prevention		
Financial Assistance (Rental)	$ 26,016.57	
Financial Assistance (Dep/Utilities)	$ 0.00	
Financial Services (HR Stab. Services)	$ 0.00	**$26,016.57**
Shelter Operations		
Maintenance & Operations	$ 192,759.11	
Essential Services	$ 0.00	**$ 192,759.11**
TOTAL GRANT BUDGET:		**$ 236,514.25**

EXHIBIT B-2
PAYMENT SCHEDULE

2015 - 2016 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
Jul. 2015	$13,139.69	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Aug. 2015	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Sept. 2015	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Oct. 2015	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Nov. 2015	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Dec. 2015	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jan. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Feb. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Mar. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Apr 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
May 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jun. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Jul. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Aug. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Sept. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Oct. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Nov. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
Dec. 2016	$13,139.68	Homeless Prevention, HMIS, Shelter Operations, Rapid Rehousing
TOTALS	**$236,514.25**	

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 this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

2015 - 2016 For the Months of...	Number of Beneficiaries	Services
Jul. 2015	66,468	Shelter Operations-meals served for the 18 months projected persons
Aug. 2015	15	Homeless Prevention
Sep. 2015	10	Rapid Re-housing
Oct. 2015	↓	↓
Nov. 2015	↓	↓
Dec. 2015	↓	↓
Jan. 2016	↓	↓
Feb. 2016	↓	↓
Mar. 2016	↓	↓
Apr. 2016	↓	↓
May 2016	↓	↓
Jun. 2016	↓	↓
Jul. 2016	↓	↓
Aug. 2016	↓	↓
Sep. 2016	↓	↓
Oct. 2016	↓	↓
Nov. 2016	↓	↓
Dec. 2016	↓	↓
Total Unduplicated	**66,493**	

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from HESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

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). Total 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
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing $_____, Homeless Prevention $_____, Shelter $_____).

B. Matching Funds 24 CFR 576 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, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 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 HESG assistance.
☐ **HESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report.

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

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 HESG-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 all financial records for HESG program.

SUBRECIPIENT must participate in the Annual Point in time Homeless Count.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit a complete **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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before December 15, 2016.

7. December expenditures (equipment / supplies) must be invoiced and paid by December 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 XII** "Suspension and Termination".

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

11. 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.

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

13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

14. 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.

15. Levels of accomplishments/performance measures includeperosn households assisted, or meals served, and should include time frames for performance.

Exhibit F
Other Applicable Provisions
24 CFR 576.407

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit G-1
24 CFR PART 84

24 CFR PART 84

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

2015 – YR 28
EMERGENCY SOLUTIONS GRANTS PROGRAM (HESG)

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 7th day of July, 2015 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.**, a neighborhood based not-for-profit organization, 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 the Federal Register/Vol. 76, No. 233/Rules and Regulations pursuant to the U. S. Department of Housing and Urban Development Emergency Solutions Grant Program Entitlement Grant Regulations and covered in 24 CFR Parts 91 and 576.

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 Emergency Solutions Grants Program ("HESG") activities CFDA No. 14.231 to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Parts 91 and 576 and other requirements, 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 HESG 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 HESG funding in the amount of **$ 179,075.07** enumerated in **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 HESG funds. Monthly performance reports must be submitted on or before the 15th of every month. SUBRECIPIENT shall maintain records as per 24 CFR 570.506. SUBRECIPIENT shall retain all program records for a period of six (6) years.

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 XII** 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 DECEMBER 15, 2016) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of ESG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with HESG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of HESG 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 HESG program income earned, retained, and expended.

The **SUBRECIPIENT** shall be allowed to use program income for the same or similar eligible activities that generated the 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 HESG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.** Refer to **Exhibit E** for more detail.

SECTION VI
Matching Funds

SUBRECIPIENT must match 100% the funds provided by **ENTITY** with an equal amount of funds from other appropriate resources in this agreement as set forth in 24 CFR § 576.201. Eligibility of matching fund sources shall be subject to review and approval by the **ENTITY**.

In the event the **ENTITY** determines that the **SUBRECIPIENT's** match funds are not in compliance with HUD regulations, policies, or directives, the **ENTITY** may, in its sole discretion, reduce the total funding amount set forth in an amount proportionate to the ineligible match funds. Refer to Interim Rule, 576.201, Matching Requirements for more information.

SECTION VII
Lead Based Paint

Lead Based Paint regulations require that all owners, perspective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

Lead-based Paint Remediation and Disclosure. The **SUBRECIPIENT** must comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4826), the residential lead-Based Paint Hazard reduction Act of 2993 (42 U.S.C. 4851-4856), and its applicable regulations found at 24 CFR Part 35, subparts A, B, H, J, K, M and R apply to all shelters assisted under HESG program and all housing occupied by program participants.

The **SUBRECIPIENT** may not use HESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR § 576.403 (b), (c), (1-10). SUBRECIPIENT must complete a Lead-Base Paint visual assessment on all units being assisted with HESG funds.

SECTION VIII
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. If an entity conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under HESG, and participation must be voluntary for program participants as described in 24 CFR 576.406.

SECTION IX
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.407 except for those environmental review requirements listed as 24 CFR 576 and initiation of review process under the provisions of 24 CFR Part 58. In general, the revisions to the section on " other Federal requirements" clarify the degree to which certain requirements are applicable, remove certain requirements that are redundant or moved elsewhere in the rule for improved organizational purposes, and change certain requirements to correspond with changes in the McKinney-Vento Act or other changes made by this interim rule. (Please see **Exhibit F** attached hereto and incorporated herein for all purposes).

SECTION X
Uniform Administrative Requirements

SUBRECIPIENT must comply with the requirements and standards implemented in 2 CFR Part 200, "Cost Principles, Administrative and Audit requirements for Federal awards". (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

Audits shall be conducted annually.

SUBRECIPIENT shall comply with the provisions in 2 CFR Part 200 or the related HESG provisions, as specified in the other Applicable Provisions attached hereto as stated in **Exhibit G** (the "Applicable Provisions") and any subsequent amendments thereto.

SECTION XI
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Audits of States, Local Governments and Non-Profit organizations. (Please see **Exhibit G** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from the audit requirements implemented in 2 CFR Part 200 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.

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) 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 if the SUBRECIPIENT fails to submit an audit within the allotted time.**

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 if the SUBRECIPIENT fails to submit a Financial Management Letter.**

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.

SUBRECIPIENT is required to submit 941 Employer's QUARTERLY Federal Tax Return reports.

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 84. (Please see **Exhibit G-1** attached hereto and incorporated herein for all purposes and any subsequent amendments thereto).

SECTION XII
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR 84.86, 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"), 2 CFR Part 200 and 24 CFR Part 84 hereto as Exhibit G.

SUBRECIPIENT agrees to follow all the requirements under §567.402 when terminating assistance on a program participant. If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of the individuals affected.

SUBRECIPIENT must document the determination of ineligibility for each individual or family determined ineligible as required in §576.500. The record must include documentation of the reason for that determination.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **Entity and Women Together Foundation, Inc.**

SECTION XIII
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 HESG funds must be used in an activity that meets one of the national objectives listed in 24 CFR Part 91 and 576.

The disposition of any asset improved or acquired in part or in whole with HESG 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 XIV
Use of Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of three (3) or ten (10) years depending on the type of renovation and value of the building as required on §576.102. Renovation other than major rehabilitation or conversion, in all other cases where HESG funds were used for renovation, the minimum period of use is three (3) years.

If the **SUBRECIPIENT** uses HESG 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 **XXI.**

SECTION XV
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 XVI
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 84.46, and the TEXAS COUNTY PURCHASING ACT.

SUBRECIPIENT must comply with HESG applicable requirements covered in this agreement. Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide an open and free competition in accordance with 2 CFR Part 200.

SUBRECIPIENT shall comply with current UCP policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein.

SECTION XVII
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 **(Exhibit A)**, 24 CFR Part 576.404, 24 CFR Part 84.40-48.

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 XVIII
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 XIX
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
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Email: ucp@ucp.co.hidalgo.tx.us
Phone # (956) 787-8127
Fax # (956) 318-2988

If to **SUBRECIPIENT**:

WOMEN TOGETHER FOUNDATION, INC.
c/o Estella DeAnda, Executive Director
511 N. Cynthia
McAllen, Texas 78501
Phone #: (956) 630-4878
Fax #: (956) 687-4715
Email: womentog@swbell.net

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 XX
Participation in HMIS and Coordinated Access System

The **SUBRECIPIENT** agrees that projects receiving funding under Emergency Solutions Grants ("HESG") program will participate in the Homeless Management Information System (HMIS). Section 416 (f) of the McKinney-Vento Act and HEARTH Act (24 CFR Part 580) requires that projects receiving funding under Emergency Solutions Grant (HESG) program participate in HMIS pursuant to 24 CFR 576.107.

The **SUBRECIPIENT** must ensure that data on all persons served and all activities assisted under HESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

If the **SUBRECIPIENT** is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provide to an HMIS.

The **SUBRECIPIENT** shall work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the **ENTITY**. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system as set forth in 24 CFR § 576.400(d).

The **SUBRECIPIENT** shall coordinate and integrate, to the maximum extent practicable, HESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 CFR § 576.400(b).

System and Program Coordination with Mainstream Resources. The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, HESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible as set forth in 24 CFR § 576.400(c).

Participation of Homeless Persons in Policy-Making and Operations, The SUBRECIPIENT understands they are required by federal rule to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 CFR §576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for the recipient agency.

If the **SUBRECIPIENT** is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (HESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

The **SUBRECIPIENT** also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this agreement and in providing services for occupants of facilities assisted under this agreement as listed in 24 CFR § 576.405 in accordance with 42 U.S.C. 11375 (d) and 42 U.S.C. 11375 (c) (7)

SECTION XXI
Effective Date

The effective date of this agreement shall be the **7th day of July 2015** 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 December 2016.** ***Non-profits funding will be for a period of fourteen (18) months and a two (2) year period for the grantee (UCP). An extension may be granted by the UCP director up to a period of 6 months.**

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 N. Cynthia
City/State/Zip: McAllen, Texas 78501
Federal I.D. # : 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_____ .

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

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

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: 06-30-2015

EXHIBIT A
STATEMENT OF WORK

HMIS -Data Collections: §576.107

Funds may be used to pay the costs for contributing data to the HMIS designated by the Continuum of Care or a comparable database system for client tracking when servicing battered and abused population for the area. Eligible activities include (computer hardware, software, or equipment, technical support, office space, salaries of operators, staff training costs, and participation fees.)

Shelter Operations: §576.102

Funds may be used for costs of providing services to homeless families and individuals in emergency shelters. Funds may be used for renovating shelter and the operating the emergency shelter. This activity is subject to the expenditure limit in §576.100(b)

Homeless Prevention: §576.103

Financial assistance includes housing stabilization services (including rental application fees, security deposits, utility deposits or payments, last month's rent and housing search and placement activities). Funds may also be used for short or medium-term rental assistance for those who are at risk of becoming homeless or transitioning to stable housing with a maximum limit on assistance of 24 months.

Rapid Rehousing: §576.104

ESG funds may be used to provide housing relocation and stabilization services and short-and medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. Participants must meet the criteria under paragraph (1) of the homeless definition in §576.2

EXHIBIT B-1
Grant Budget
As identified through the Statement of Work

TYPE OF EXPENDITURES		BUDGETED AMOUNT
HMIS (Data Collections)		
Staff Salaries for Data Entry	$ 17,012.13	
Equipment	$ 0.00	
Training	$ 0.00	**$17,012.13**
Rapid Re-housing		
Financial Assistance (Rental)	$ 0.00	
Financial Assistance (Dep/Utilities)	$ 0.00	
Financial Services (HR Stab. Services)	$ 0.00	**$ 0.00**
Homeless Prevention		
Financial Assistance (Rental)	$ 0.00	
Financial Assistance (Dep/Utilities)	$ 0.00	
Financial Services (HR Stab. Services)	$ 0.00	**$0.00**
Shelter Operations		
Maintenance & Operations	$ 120,875.67	
Essential Services	$ 41,187.27	**$ 162,062.94**
TOTAL GRANT BUDGET:		**$ 179,075.07**

EXHIBIT B-2
PAYMENT SCHEDULE

2015 - 2016 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
Jul. 2015	$9,948.61	HMIS, Shelter Operations
Aug. 2015	$9,948.61	HMIS, Shelter Operations
Sept. 2015	$9,948.61	HMIS, Shelter Operations
Oct. 2015	$9,948.61	HMIS, Shelter Operations
Nov. 2015	$9,948.61	HMIS, Shelter Operations
Dec. 2015	$9,948.61	HMIS, Shelter Operations
Jan. 2016	$9,948.61	HMIS, Shelter Operations
Feb. 2016	$9,948.61	HMIS, Shelter Operations
Mar. 2016	$9,948.61	HMIS, Shelter Operations
Apr 2016	$9,948.62	HMIS, Shelter Operations
May 2016	$9,948.62	HMIS, Shelter Operations
Jun. 2016	$9,948.62	HMIS, Shelter Operations
Jul. 2016	$9,948.62	HMIS, Shelter Operations
Aug. 2016	$9,948.62	HMIS, Shelter Operations
Sept. 2016	$9,948.62	HMIS, Shelter Operations
Oct. 2016	$9,948.62	HMIS, Shelter Operations
Nov. 2016	$9,948.62	HMIS, Shelter Operations
Dec. 2016	$9,948.62	HMIS, Shelter Operations
TOTALS	**179,075.07**	

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 this space. Schedule should not exceed **SUBRECIPIENT** contract time frame of 18 months from contract date.

2015 - 2016 For the Months of...	Number of Beneficiaries	Services
Jul. 2015	268	HMIS, Shelter Operations
Aug. 2015	268	HMIS, Shelter Operations
Sep. 2015	268	HMIS, Shelter Operations
Oct. 2015	269	HMIS, Shelter Operations
Nov. 2015	269	HMIS, Shelter Operations
Dec. 2015	269	HMIS, Shelter Operations
Jan. 2016	269	HMIS, Shelter Operations
Feb. 2016	269	HMIS, Shelter Operations
Mar. 2016	269	HMIS, Shelter Operations
Apr. 2016	269	HMIS, Shelter Operations
May 2016	269	HMIS, Shelter Operations
Jun. 2016	269	HMIS, Shelter Operations
Jul. 2016	269	HMIS, Shelter Operations
Aug. 2016	269	HMIS, Shelter Operations
Sep. 2016	269	HMIS, Shelter Operations
Oct. 2016	269	HMIS, Shelter Operations
Nov. 2016	269	HMIS, Shelter Operations
Dec. 2016	269	HMIS, Shelter Operations
Total Unduplicated	**4,839**	

EXHIBIT D
RECORDS & REPORTS

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

- Copies of Invoices
- ALL cancelled checks
- Amounts requesting from HESG Program
- Other Supporting Documents
- HMIS Client Enrollment report
- HMIS client reports
- Other comparable data reports when exempt from using HMIS system
- Any grant requests documents made by the Program Coordinator

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). Total 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
- Program Income Report/Blank Statement (when applicable)
- Other significant Information
- Grant Category breakdown (Ex: Rapid Re-Housing $_____, Homeless Prevention $_____, Shelter $_____).

B. Matching Funds 24 CFR 576 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, office space, or donations. Refer to matching requirements for more information.

C. Provide an annual report of activity by July 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 HESG assistance.
☐ **HESG Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type
☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Summarize category of services provided.

☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries: Please utilize HMIS for other reports such as CAPER Report.

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

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 HESG-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 all financial records for HESG program.

SUBRECIPIENT must participate in the Annual Point in time Homeless Count.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit a complete **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. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before December 15, 2016.

7. December expenditures (equipment / supplies) must be invoiced and paid by December 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 XII** "Suspension and Termination".

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

11. 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.

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

13. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

14. 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.

15. Levels of accomplishments/performance measures includeperosn households assisted, or meals served, and should include time frames for performance.

Exhibit F
Other Applicable Provisions
24 CFR 576.407

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 2 CFR Part 200 and 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 58. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 58. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 58 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit G
2 CFR PART 200

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit G-1
24 CFR PART 84

24 CFR PART 84

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

- Laws, Regulations, and Federal Register Notices

Date Published: September 1994

Description

This document contains 24 CFR (Code of Federal Regulations) Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

https://www.hudexchange.info/resources/documents/24_CFRPART_84.pdf

AI-50327 **Urban County** **12. F.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for Professional Engineering Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Professional Engineering Services firms from the County's approved "pool" as graded and evaluated by Precinct No. 3, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Penitas Drain project.
Engineering Services Grade Ranked

Engineering Services	Grade	Ranked
L&G Engineering	95.33	
Raba Kistner Consultants	89.00	
Terracon	85.00	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____for the provision of Environmental Engineering Services for the Precinct No.3 – Penitas Drain Project.

BACKGROUND

The three (3) Professional Engineering Services firms rated from the County's approved "pool" are: L&G Engineering, Raba Kistner Consultants and Terracon.

Fiscal Impact

Attachments

Evaluations
Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 09:22 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Sandra Regalado Started On: 07/01/2015 05:02 PM

Final Approval Date: 07/02/2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Resumes provided - organizational chart included Team members identified for project		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Has 13 years experience. 2 offices in Hidalgo County		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Project manager identified w/ extensive years of exp. in similar projects		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: familiar with rules & regulations		TOTAL 10
Total Score		99

Firm/Participant's Name: L&G Engineering

Evaluator: _____ Department: Pct. 3

Project Name: Penitas Drain Project Date: 7-1-2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: organizational chart included, which lists team's responsibilities and strengths		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: presented data on previous projects		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Project Manager identified 21 years experience		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: familiar w/ regulations & guidelines		TOTAL 10
Total Score		94

Firm/Participant's Name: Raba Kistner Consultants

Evaluator: [signature] Department: Pct. 3

Project Name: Penitas Drain Project Date: 7-1-2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Org. Chart provided. Licenses and Certifications required by federal + state		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: Established In 1965		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: project manager identified - graduated in 2014		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Experience in similar projects		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Familiar with regulations / guidelines / codes		TOTAL 10
	Total Score	92

Firm/Participant's Name: Terracon

Evaluator: _____ Department: Pct. 3

Project Name: Penitas Drain Project Date: 7-1-2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	99

Firm/Participant's Name: L&G Engineering

Evaluator: Antonio Lozano Department: Pct. 3

Project Name: Penitas Drain Project Date: 6/30/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	2
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets most criteria, needs to improve on methodology & management		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	95

Firm/Participant's Name: Raba Kistner Consultants

Evaluator: [signature] Department: Pct. 3

Project Name: Penitas Drain Project Date: 6/30/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: Meets most criteria		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	2
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets most criteria needs to improve on methodology & Management		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria needs improvement on Approach to Scope and Responsiveness		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Meets most criteria, needs improvement on narrative	Total Score	TOTAL 8 90

Firm/Participant's Name: Terracon

Evaluator: Marcos Sanchez Department: Pct. 3

Project Name: Penitas Drain Project Date: 6/30/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	6
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 14
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		80

Firm/Participant's Name: L&G Engineering

Evaluator: _____ Department: P&I/UCP

Project Name: Perrites Drainage - Environmental Study Date: 01-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	6
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 14
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 19
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		78

Firm/Participant's Name: Raba Kistner Consultants

Evaluator: _____ Department: P43/UCP

Project Name: Petitas Drainage - Environmental Study Date: 07-01-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 14
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	7
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 18
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 6
Total Score		71

Firm/Participant's Name: Terracon

Evaluator: _____ Department: PW3/UCP

Project Name: Petitas Drainage Environmental Study Date: 07-9-15

Texas General Land Office Disaster Recovery Funds
Professional Engineering Services
Penitas Drain Project
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	L&G Engineering			Raba Kistner Consultants			Terracon		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications	20	20	14	20	20	14	20	20	14
Experience of Project Team	24	25	22	22	25	19	23	24	18
Methodology/ Experience /Availability	20	20	18	20	17	17	16	17	16
Understanding of project	25	24	25	22	23	20	23	21	17
Familiarity	10	10	9	10	10	8	10	8	6
TOTALS	99	99	88	94	95	78	92	90	71
AVERAGES	**286÷3= 95.33**			**267÷3= 89.00**			**255÷3= 85.00**		
RATING	**1**			**2**			**3**		

AI-50336 **Precinct #3** **13. A.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, City of Mission and City of McAllen in connection with certain Phase II improvements to Taylor Road (from US83 Expressway North to Mile 2 N)

2. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project with certain Phase II improvements to Taylor Road (from US83 Expressway North to Mile 2 N)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-108-0-841

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

BUDGETARY IMPACT:

pending transfer to complete Pct 3 portion of $419,295.27

Refer to AI-50337 & 50339

*Hidalgo County total contribution is $838,590.53

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-431-00-122-119-0-841

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

BUDGETARY IMPACT:

Precinct No.2 portion is $419,295.27

Attachments

Agreement

Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	07/02/2015 11:52 AM
Glinda Pacheco	Glinda Pacheco	07/02/2015 01:50 PM

Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Rolando Garcia		Started On: 07/02/2015 10:27 AM
Final Approval Date: 07/02/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN PHASE II IMPROVEMENTS TO TAYLOR RD. FROM US83 EXPRESSWAY NORTH TO MILE 2 N.

THIS agreement is made on this _____ day of _____, 2015 by and among the CITY OF MISSION,TEXAS, hereinafter referred to as "MISSION", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", 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, both MISSION and MCALLEN are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both MISSION and MCALLEN are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, Taylor Road from US 83 Expressway North to Mile 2 N, which traverses within the jurisdictions of MISSION and MCALLEN and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) approved their out of cycle highway Transportation Improvement Plan (TIP) and Metropolitan Transportation Plan (MTP) Amendments revising the previously approved limits "From US 83 Expressway North to 1300 – FT. North of Dove" into two (2) Projects, Section #1 Taylor Road: From US 83 to Bus 83 and Section #2 Taylor Road: From Bus 83 to Mile 2 N" and authorized Category 7 Federal Funds to be allocated towards construction, ROW and compensable utilities, as well as construction engineering costs of Section #1 and Section #2 of Taylor Road;

WHEREAS, MISSION, MCALLEN, and COUNTY agree with dividing the Taylor Road Project into Two (2) Project Sections and revising the Project limits;

WHEREAS, MISSION, will continue to be the fiduciary agent for these two (2) projects and assume the role of project development lead;

WHEREAS, MISSION desires to complete Phase II of the project development for Section # 1 and Section #2, which includes Field Surveys, Right-of-Way Map, Plans, Specifications and Estimate (PS&E);

WHEREAS, the total Phase II projects development cost will be $2,515,771.61 for both Section #1 and Section #2 of which MISSION will contribute $838,590.53;

WHEREAS, MCALLEN desires to cooperate by contributing a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Section #1 and Section #2 of the projects;

WHEREAS, COUNTY desires to cooperate by contributing a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Section #1 and Section #2 of the projects;

WHEREAS, MISSION, MCALLEN 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 and services under the terms of the Act; and

NOW, THEREFORE, MISSION, MCALLEN and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. MISSION agrees to complete Phase II for both Section #1 and Section #2 of the project development, which includes the Field Surveys, Right-of-Way Map, Plans, Specifications and Estimate (PS&E) for this project more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase II.

2. The Road at various points passes through the jurisdiction of MISSION and MCALLEN and forms a connecting link or integral part of the regional transportation system of the COUNTY roads.

3. The previously approved limits "From US 83 Expressway North to 1300 – FT. North of Dove" is revised into two (2) Projects, Section #1 Taylor Road: From US 83 to Bus 83 and Section #2 Taylor Road: From Bus 83 to Mile 2 N"

4. The total Phase II for both Section #1 and Section #2 project development cost will be $2,515,771.61 of which MISSION will contribute $838,590.53.

5. MCALLEN agrees to contribute a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Sections #1 and #2 of the project, payable by MCALLEN to MISSION at time of execution of this Agreement.

6. COUNTY agrees to contribute a fixed lump sum amount of $838,590.54 to MISSION toward the development of the Phase II for both Sections #1 and #2 of the project, payable by COUNTY to MISSION at time of execution of this Agreement.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

8. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 the 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. **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 of succeeding breach of the same or any other provision hereof.

10. **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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Mission, McAllen and County, and not otherwise.

11. 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.

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

If to Mission: City of Mission
Attention: Norberto "Beto" Salinas, Mayor
1201 E. 8th St.
Mission, Texas 78572

If to McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
300 W Hallacres Ste G
Pharr, Texas 78577

Joe M. Flores, Commissioner, Precinct No. 3
724 North Breyfogle
Mission, Texas 78574

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

13. **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. **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.

15. **Assignment:** This Agreement shall not be assignable.

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

17. **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 as often as may be appropriate.

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

19. **Governmental Purpose:** Each party hereto is entering into the 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.

20. **Commitment or 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.

21. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF MISSION

By: _____
Norberto "Beto" Salinas, Mayor

ATTEST:

_____
City Secretary

CITY OF MCALLEN

By: _____
Jim Darling, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:
Jones, Galligan, Key & Lozano, L.L.P.

By: _____
Robert L. Galligan
Mission Interim City Attorney

APPROVED AS TO FORM:

By: _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL 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 regarding certain Phase II road improvements to Taylor Rd. from US83 Expressway to Mile 2 North (the "Road"), a section which is in part within the city limits of said cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Mission, City of McAllen, Texas, and Hidalgo County.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
TAYLOR ROAD PROJECT
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	TAYLOR ROAD
LIMITS: (SECTION 1)	from US83 Expressway N to Business 83
LIMITS: (SECTION 2)	from Business 83 to Mile 2 North
LIMITS: (SECTION 3)	from Mile 2 North to 1300 Ft North of Dove Street
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	65' to 100' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH: SECTION 1,2&3	80-FT
ESTIMATED CONSTRUCTION COST: (SECTION 1)(ROADWAY ONLY)	$4,500,000.00
ESTIMATED CONSTRUCTION COST: (SECTION 2) (ROADWAY ONLY)	$8,865,000.00
ESTIMATED CONSTRUCTION COST: (3-8X8 IRRIGATION SIPHON AND 48" BYPASS) (SECTION 2)	$800,000.00
ESTIMATED CONSTRUCTION COST WIDENING THE EXISTING BRIDGE: (SECTION 2)	$650,000.00
LENGTH FOR 4-LANE ROADWAY: (SECTION 1)	1.06 Miles
LENGTH FOR 4-LANE ROADWAY: (SECTION 2)	1.97 Miles

ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
WORK AUTHORIZATION NO. 1 for Entire Length of SECTION 1,2 & 3 (NOTE: Section 3 removed in Second Public Mtg -See Attached Map)			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN	100%	$ 178,900.00	$ 178,900.00
Environmental Document with TxDOT	100%	$ 57,600.00	$ 57,600.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 65,000.00	$ 65,000.00
Archeological and Historical Research	100%	$ 31,500.00	$ 31,500.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 344,062.50	$ 344,062.50
Schematic for Roadway	100%	$ 84,000.00	$ 84,000.00
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities AND BRIDGE HYDRAULICS	100%	$ 93,837.50	$ 93,837.50
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Distrct	100%	$ 90,000.00	$ 90,000.00
Bridge Layout for approval by TxDOT(Bridge Division), HSDD#21 Approval	100%	$ 55,000.00	$ 55,000.00
Estimated Environmental Document Review Changes by TxDOT	100%	$ 42,000.00	$ 42,000.00
Office Surveys for Schematic (Right-of-Ownership Identification and Property Rights)	100%	$ 54,000.00	$ 54,000.00
Preliminary Right-of-Way plans identification on Schematic	100%	$ 30,000.00	$ 30,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA	100%	$ 22,500.00	$ 22,500.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 21,600.00	$ 21,600.00
Public Involvement for 1 Public Hearing		$ 1,170,000.00	$ 1,170,000.00
SUB-TOTAL			
WORK AUTH. NO. 2 (FOR SECTION 1 & 2 ONLY) (See Location Map)			
PHASE II - ROW Map, Surveys, PS&E (SECTION 1)	100%	$ 167,200.00	$ 167,200.00
Complete ROW Map (Estimated 44 Parcels)	100%	$ 57,600.00	$ 57,600.00
Field Surveys for Design and Construction	100%	$ 315,000.00	$ 315,000.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 17,295.12	$ 17,295.12
Permanent and Temporary Signal Designs	100%	$ 66,000.00	$ 66,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 100,800.00	$ 100,800.00
Permitted Utilities Coordination to adjust	100%	$ 54,000.00	$ 54,000.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)		$ 777,895.12	$ 777,895.12
SUB-TOTAL (SECTION 1)			
PHASE II - ROW Map, Surveys, PS&E (SECTION 2)	100%	$ 307,800.00	$ 307,800.00
Complete ROW Map (Estimated 81 Parcels)	100%	$ 84,000.00	$ 84,000.00
Field Surveys for Design and Construction	100%	$ 620,550.00	$ 620,550.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 43,746.49	$ 43,746.49
Permanent and Temporary Signal Designs	100%	$ 108,000.00	$ 108,000.00
PS&E Design for Bridge Widening	100%	$ 60,000.00	$ 60,000.00
Geotechnical Soil information and Scour Report for Bridge Widening for TXDOT	100%	$ 180,000.00	$ 180,000.00
PS&E Development for Irrigation Siphon and Irrigation Bypass	100%	$ 66,000.00	$ 66,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ -	$ -
PS&E Development for OUTFALL	100%	$ 144,000.00	$ 144,000.00
Permitted Utilities Coordination to adjust	100%	$ 123,780.00	$ 123,780.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)		$ 1,737,876.49	$ 1,737,876.49
SUB-TOTAL (SECTION 2)			
SUB-TOTAL (SECTION 1 & 2)		$ 2,515,771.61	$ 2,515,771.61
WORK AUTH. NO. 3 (FOR SECTION 1 & 2 ONLY) (See Location Map) PRELIMINARY ESTIMATE			
PHASE III - ROW Acquisition and Construction Oversight (SECTION 1)	100%	$ 607,200.00	$ 607,200.00
Right-of-Way Costs - Acq Services @ (est. 44 Parcels)	100%	$ 162,000.00	$ 162,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 189,000.00	$ 189,000.00
Eng Consultant Construction Management (18 Months)	20%	$ 754,080.00	$ 150,816.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.25 Ac @ $8.0/ sq ft)	20%	$ 300,000.00	$ 60,000.00
COMPENSABLE UTILITY COSTS	100%	$ 6,000.00	$ 6,000.00
Right-of-Way State Division Review and Oversight	1%	$ 4,500,000.00	$ 45,000.00
ROADWAY CONSTRUCTION COST	1%	$ 485,000.00	$ 4,850.00
TxDOT/LPA Construction Inspection (11%)		$ 7,043,280.00	$ 1,230,966.00
SUB-TOTAL (SECTION 1)			
PHASE III - ROW Acquisition and Construction Oversight (SECTION 2)	100%	$ 1,117,800.00	$ 1,117,800.00
Right-of-Way Costs - Acq Services @ (est. 31 Parcels)	100%	$ 243,000.00	$ 243,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 189,000.00	$ 189,000.00
Eng Consultant Construction Management (18 Months)	20%	$ 1,097,712.00	$ 219,542.40
Estimated Roadway Right-of-Way Costs (ESTIMATED 3.6 ac @ $7.0/ sq ft)	20%	$ 300,000.00	$ 60,000.00
COMPENSABLE UTILITY COSTS	100%	$ 10,000.00	$ 10,000.00
Right-of-Way State Division Review and Oversight	1%	$ 10,315,000.00	$ 103,150.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	1%	$ 1,134,650.00	$ 11,346.50
TxDOT/LPA Construction Inspection (11%)		$ 14,407,162.00	$ 1,953,838.90
SUB-TOTAL (SECTION 2)		$ 21,450,442.00	$ 3,184,804.90
SUB-TOTAL (SECTION 1 & 2)		$ 25,136,213.61	$ 6,870,576.51
ESTIMATED TOTAL			

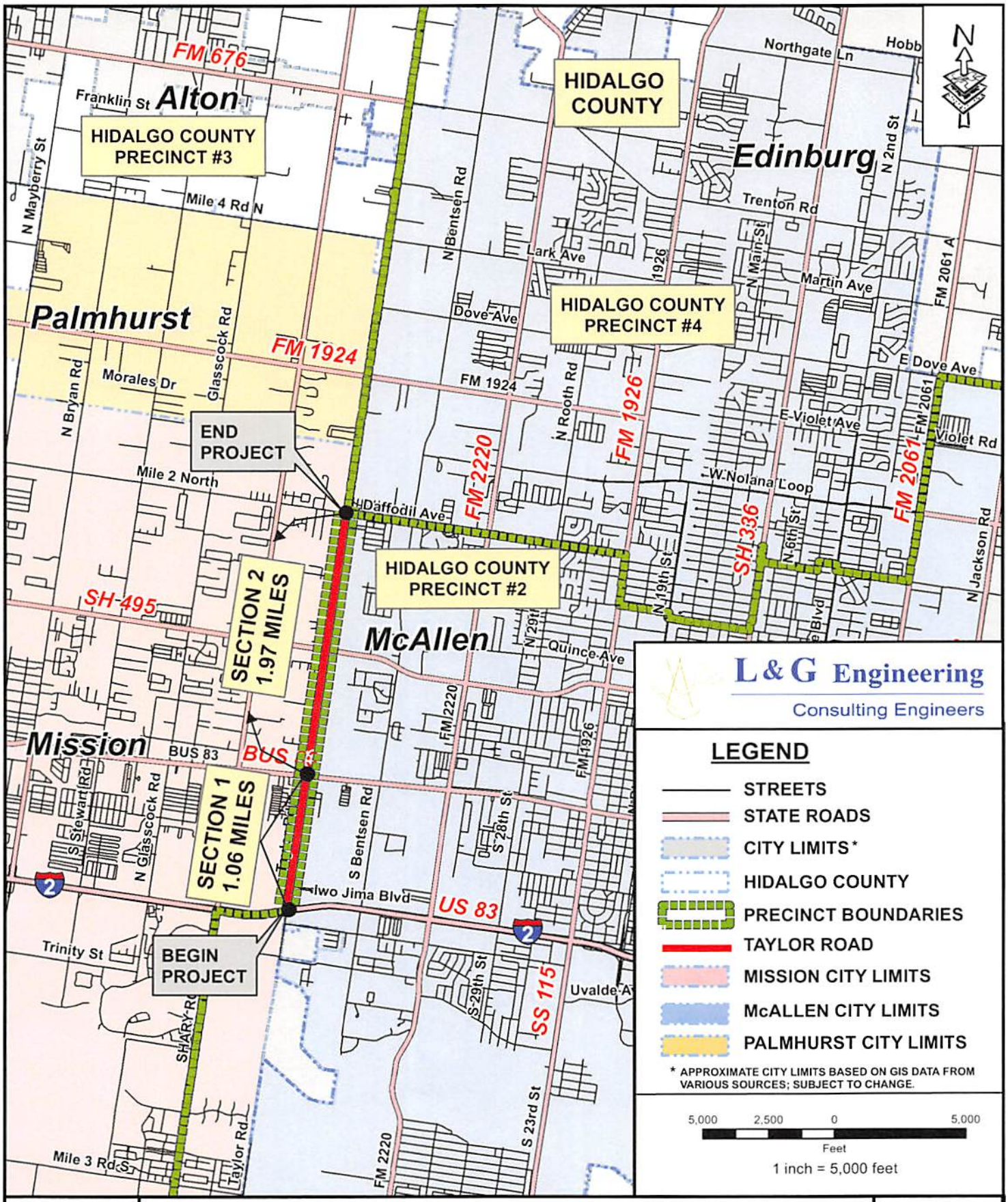
Work Authorization No. 1 (Phase I)	FY 13	$ 1,115,000.00	ISSUED
Work Authorization No. 2 (Phase II- Section 1 & 2)	**FY 15**	**$ 2,337,991.61**	**NOT ISSUED**
Work Authorization No. 3 (Phase III - Section 1 & 2)	FY 16	$ 2,508,000.00	ESTIMATE

TOTAL ESTIMATED COUNTY COST:	$	6,870,576.51
COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTIONS I & II:	$	25,136,213.61
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATION(S):	$	909,584.90

27%

Work Auth. No 1- In Progress & Submitted to TXDOT

5/4/2015



TAYLOR RD
LOCATION MAP
FROM I-2 (US 83) TO MILE 2 (DAFFODIL AVE)
PROJECT LENGTH 3.03 MILES

Document Path: G:\EA MAPS\TAYLOR RD\2014\FROM 83 TO MILE 2\TAYLOR RD LOCATION MAP I2 EXP 83 TO MILE 2.mxd

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: ICA - Taylor Rd.

From : Steve Crain <scrain@atlashall.com> Fri, Jun 19, 2015 07:24 AM

Subject : RE: ICA - Taylor Rd.

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The interlocal is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, June 18, 2015 4:57 PM
To: Steve Crain
Subject: Fwd: ICA - Taylor Rd.

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Forwarded Message -----
From: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, June 16, 2015 12:41:47 PM
Subject: ICA - Taylor Rd.

Rocio,

Would you please review and place on CC.

Thanks.

AI-50244 **Budget and Management** **14. A. 1.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Clerk's Record Mgmt (1237):
Approval of 2015 unappropriation of funds in the amount of $408,777.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1237-415-40-180-003-0-XXX

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

BUDGETARY IMPACT:

2015 unappropriation of funds in the amount of $408,777.40 as requested by Co. Clerk's Office.

Funds to be returned to fund balance.

Attachments

Unappropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	06/22/2015 11:49 AM
Budget & Management	Veronica Ortiz	06/24/2015 05:09 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Merlen P. Munoz		Started On: 06/19/2015 04:47 PM
Final Approval Date: 07/02/2015		

DATE: July 7, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Co. Clerk Record Mgmt**

ACCOUNT NUMBER: 5-1237-415-40-180-003-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
5-1237-415-40-180-003-0- 350	CC REC MGMT-	OTHER SERVICES	(408,777.40)
	TOTAL BUDGET INCREASE (DECREASE)		**(408,777.40)**

REASON: To unappropriate funding as requested by department. Funds were originally appropriated to fund anticipated purchase order; however, purchase order was funded through the appropriation of the PO rollover performed by the Auditor's Office on an annual basis. Therefore, department will no longer need the funds originally appropriated in 2015 and have requested to unappropriate the monies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-50245 **Budget and Management** **14. A. 2.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Priscilla Torres, COUNTY CLERK

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: COUNTY CLERK

Information

CAPTION

Co. Clerk's Record Archive (1100):
Approval of 2015 appropriation of funds in the amount of $333,500.00 to fund the Restoration and Preservation of Hidalgo County Clerk's Historical Record books Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 6/19/15

Monies are to be unreserved from acct#5-1100-255-02-000-004-0-000 Gen. Fund - Restricted F/B CC Records Archive.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	06/19/2015 05:01 PM
Budget & Management	Veronica Ortiz	06/19/2015 05:11 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Merlen P. Munoz Started On: 06/19/2015 04:49 PM

Final Approval Date: 07/02/2015

DATE: July 7, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Co. Clerk Record Archive**

ACCOUNT NUMBER: 5-1100-415-40-180-002-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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
5-1100-415-40-180-002-0- 350	Co. Clerk Record Archive	Other Services	333,500.00
		TOTAL BUDGET INCREASE (DECREASE)	**333,500.00**

REASON: To appropriate funding for anticipated expenditures relating to the restoration and preservation of historical books.

Note: Monies are to be unreserved from acct#5-1100-255-02-000-004-0-000 Fund Balance - Restricted For CC Rec Archv

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-50279 **Purchasing Department** **15. A. 1.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with professional engineering services required for Projects (on an as needed basis) for "On Call Services-MPO and HCRMA , Traffic Studies County Wide Projects.

	L&G ENGINEERING	HALFF & ASSOC.	DOS LOGISTICS	DANNENBAUM ENGINEERING	TEDSI INFRASTRUCTURE	JAVIER HINOJOSA ENGINEERING
EVALUATOR 1	80	79	81	82	80	70
EVALUATOR 2	98	96	94	97	95	95
EVALUATOR 3	99	93	92	91	91	90
EVALUATOR 4	97	96	95	95	95	93
EVALUATOR 5	87	83	76	83	82	76
AVERAGE	92.2	89.4	87.6	89.6	88.6	84.8
RANKING						

C. Authority for the Purchasing Department to negotiate a professional services contract with No. 1 ranked firm of _____for the provision of "On call -Project - MPO and HCRMA, Traffic Studies" County Wide Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

Funding will be identified as needed.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2015 02:44 PM
Budget & Management	Damaris San Miguel	07/01/2015 04:07 PM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Rocio Villarreal Started On: 06/29/2015 08:57 AM

Final Approval Date: 07/02/2015

HIDALGO COUNTY
PROF. ENGINEERING SERVICES
ON-CALL SERVICES-MPO HCRMA, TRAFFIC STUDIES COUNTY WIDE PROJECTS
Scoring & Evaluation
GRID

	L&G ENGINEERING	HALFF & ASSOC.	DOS LOGISTICS	DANNENBAUM ENGINEERING	TEDSI INFRASTRUCTURE	JAVIER HINOJOSA ENGINEERING
EVALUATOR 1	80	79	81	82	80	70
EVALUATOR 2	98	96	94	97	95	95
EVALUATOR 3	99	93	92	91	91	90
EVALUATOR 4	97	96	95	95	95	93
EVALUATOR 5	87	83	76	83	82	76
TOTAL AVERAGE	92.2	89.4	87.6	89.6	88.6	84.8
RANKING						

SCORING & EVALUATION COMPLETED BY EVALUATION COMMITTEE

AI-50296 **Purchasing Department** **15. A. 2.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting authority to advertise and approve to auction Abandoned and Unclaimed Items on Auction List #36 as set forth under Texas Code of Criminal Procedure Article 18.17, as detailed on Exhibit "A" attached hereto;

B. Requesting authority to advertise for Abandoned and Unclaimed Items [State of Texas Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "B" attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This will be determined subsequent to auction through proceeds.

Attachments

Exhibit A
Article 18.17
Exhibit B

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2015 03:00 PM
Budget & Management	Damaris San Miguel	07/01/2015 04:09 PM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Roy Garcia Started On: 07/01/2015 08:25 AM

Final Approval Date: 07/02/2015

HIDALGO COUNTY SHERIFF'S OFFICE
AUCTION #36

PURSUANT TO ARTICLE 18/17 . T.C.C.P. . THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW , THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M. AT (956)-383-8114.

001. Clarion car stereo w/ light blue iPod	09-44057
002. Jenson car stereo w/ blk equalizer	10-13356
003. Dual car stereo	
004. Lg car stereo	10-28207
005. 2- Hacksaws w/ blades	09-47281
006. Jvc dvd player	09-00816
007. Red bolt cutters	09-15720
008. Nor teck media dvd	10-09366
009. Grey metal box w/ voltage meter	09-46950
010. 10" Compound miter saw	13-45494
011. Box w/ movies & games	
012. Sunbeam hair clipper	
013. Star wars action figure	05-22584

014. Black cd case	05-37154
015. Red bolt cutters	05-14354
016. Playstation II system w/ remote controller	09-44161
017. Shovel head	04-21910
018. Shovel	06-06057
019. Garden shears	06-14748
020. metal hammer	06-07654
021. Copperhead baseball bat	05-19981
022. T-ball bat	06-34599
023. Hacksaw	05-15061
024. Red large bolt cutters	05-19687
025. Dash light	06-04022
026. Green garden shears	06-18117
027. Black & Decker jig saw	
028. Black gargen shears	10-41394
029. Small black tool box	06-05088
030. Hammer	05-35544
031. Easton baseball bat	05-37583
032. Grey baseball bat	05-37583
033. Grey bat	06-04262
034. Nitro baseball bat	06-34599
035. Tow rope	10-29127
036. Cross tire iron	06-01370

037. Easton baseball bat	11-52486
038. Grey baseball bat	06-34599
039. Black baseball bat	06-31230
040. Blue baseball bat	05-25032
041. Black baseball bat	11-52486
042. Wooden baseball bat	05-24647
043. Red bolt cutters	11-52648
044. Red large bolt cutters	11-47439
045. Radio shack scanner	06-04022
046. Black tire iron	
047. Chicago drill, sander. Light	13-17472
048. Hammer	06-01366
049. Small hammer	06-22144
050. Resonance car stereo	05-37154
051. Cutting tool	13-17472
052. Reciprocating saw	13-17472
053. Red bolt cutters	13-20870
054. Bag of tools	13-17472
055. Window	12-23526
056. Black stereo w/ black amplifier	12-43265
057. Football cards	05-23242
058. Bench grinder	11-44392
059. Venture T.v.	11-44392

060. Stanley tool set	11-44392
061. Hilti reciprocating saw	11-44392
062. Black & Decker drill	11-44392
063. Blue nail gun	11-44392
064. Black & Decker circular saw	11-44392
065. Small blue nail gun	11-44392
066. Jvc car stereo	11-44392
067. DeWalt grinder	11-44392
068. Chicago reciprocating saw	11-44392
069. Yellow DeWalt grinder	
070. 400 Watt converter	05-21501
071. Porter cable drill	11-44392
072. Black & Decker mouse sander	05-20810
073. Breaker bar	03-20651
074. Hammer	05-20860
075. Craftsman drill	05-22687
076. Food saver	05-21501
077. Grey bat	
078. Nail gun	11-44392
079. Cement tool	05-20810
080. Hammer	06-22770
081. Black & Decker skill saw	11-44392
082. Craftsman light	

083. Car charger compressor	
084. Craftsman reciprocating saw	
085. Craftsman chain saw	11-44392
086. Black & Decker skill saw	
087. Black & Decker sander	
088. Craftsman drill	
089. Horizontal angle sander	
090. Chicago 5 ½ circular saw	13-17472
091. Red golf bag	13-17472
092. Delta miter saw	11-44392
093. Orange skill saw	11-44392
094. Chicago reciprocating saw	11-44392
095. Generator power 206	11-44392
096. Skill saw circular saw	11-44392
097. Black & Decker drill	
098. Stanley tools	11-44392
099. Hammer	04-15321
100. Gas edger	11-44392
101. Milwaukee reciprocating saw	11-44392
102. Poulin chain saw	11-44392
103. Skill jig saw	11-44392
104. Craftsman drill	11-44392
105. Buffer	11-44392

106. Grey air nail gun	11-44392
107. Air impact gun	11-44392
108. 2 ½ ton floor jack	11-44392
109. Nintendo 64 game console w/ remote controller	05-35206
110. Orange igloo cooler	09-07695
111. Grey grease gun	
112. Mongoose bicycle	13-01259
113. DeWalt grinder	11-26031
114. Blue grinder	11-26031
115. Sparks 3000 lbs electric winch	11-26031
116. Dual car stereo	
117. Hp computer tower	11-40750
118. Hp monitor	11-40750
119. Lenox boom box	10-41394
120. Feather lite weed eater	
121. Wii console & remote controller	11-09967
122. Black table	13-35056
123. Open country 35x17 ½ tire & rim	13-02985
124. Lg 42” Plasma tv	13-28218
125. Grey bolt cutters	13-25894
126. Shovel	05-01902
127. Large red electric welder	11-51644
128. Ezip electric scooter (green)	13-01852

129. Acer Lcd monitor	13-21952
130. Jvc car stereo	10-28207
131. Ryobi reciprocating saw w/ grey case	13-04523
132. Chicago drill	13-04523
133. Maroon Chevy tailgate	12-05919
134. Quest bicycle	10-45263
135. GE window air conditioner	13-08337
136. Yellow shovel	10-33630
137. Gpx am/fm radio	08-49020
138. White propane tank	12-47705
139. Craftsman tool box w/ assorted tools	13-01852
140. Craftsman tool box w/ assorted tools	13-01852
141. Conair champion hair trimmer	12-28280
142. Weed eater blower	09-30708
143. Portable dvd player	12-28280
144. Weed eater blower	09-30708
145. Kenwood car cd player	09-04830
146. Craftsman black floor jack	08-39252
147. Black & Decker jig saw	03-24387
148. Assorted tools in brown bag	08-41792
149. Gpx portable dvd player	
150. Jansport backpack w/ Wii console	10-09212
151. Phillips tv antenna	10-17588

152. Task force jig saw	11-05368
153. Black playstation II w/ 2- controllers	10-01853
154. Blue duffle bag w/ misc. items	09-33848
155. Black blue duffle bag w/ misc. items	09-33848
156. Black laptop bag	09-29949
157. Red large bolt cutters	
158. Blue air mattress	08-48070
159. Orange heat gun	
160. Pink backpack w/ car amplifier	08-02774
161. Xbox	08-37999
162. 15- Speed bicycle purple	13-19679
163. 7- Speed bicycle blue	13-37974
164. Eagle beaver gas blower	10-21855
165. Tow hitch	09-04830
166. Heavy duty tow hitch	09-04830
167. Red gas can	08-37273
168. Black steel bar	09-04830
169. Black & Decker circular saw	09-30119
170. Cd clock radio	12-00139
171. 2-DB 600 watt speakers	09-48261
172. Gpx portable dvd player	08-49020
173. Brown bar w/ 2- car cd player stereos	09-30119
174. Skil drill	06-31888

175. Donut black tire	10-36718
176. Tire w/ rim	09-01636
177. Feather lite weed eater	10-41394
178. Tire cross	08-39252
179. Black tire iron	08-39252
180. Hp printer	09-49917
181. Hp printer	08-37999
182. Kenmore window a/c	13-08337
183. Yardman lawn mower	13-07593
184. Xbox 360 game console	11-17249
185. Bag w/ clothing	
186. Bag w/ clothing	
187. Grey laptop	
188. Mongoose Bike	14-09314
189. Florescent twin flood light lamp	14-40109
190. Red bolt cutters	10-02386
191. Black handle sledge hammer	06-41483
192. RCA box TV	05-40338
193. 7-Norton 9” cutter/grinding wheels	12-29706
194. Red bolt cutters	
195. Black pry bar	
196. Black solo carrying case	
197. Rheem air conditioner outdoor / indoor unit	12-35116

198. Huskee supreme 23hp 46” cut lawn tractor	12-04886
199. Walboard hopper gun	14-50756
200. Red skilsaw handsaw	14-50756
201. Red air hose	14-50756

Art. 18.17. DISPOSITION OF ABANDONED OR UNCLAIMED PROPERTY. (a) All unclaimed or abandoned personal property of every kind, other than contraband subject to forfeiture under Chapter 59 of this code and whiskey, wine and beer, seized by any peace officer in the State of Texas which is not held as evidence to be used in any pending case and has not been ordered destroyed or returned to the person entitled to possession of the same by a magistrate, which shall remain unclaimed for a period of 30 days shall be delivered for disposition to a person designated by the municipality or the purchasing agent of the county in which the property was seized. If a peace officer of a municipality seizes the property, the peace officer shall deliver the property to a person designated by the municipality. If any other peace officer seizes the property, the peace officer shall deliver the property to the purchasing agent of the county. If the county has no purchasing agent, then such property shall be disposed of by the sheriff of the county.

(b) The county purchasing agent, the person designated by the municipality, or the sheriff of the county, as the case may be, shall mail a notice to the last known address of the owner of such property by certified mail. Such notice shall describe the property being held, give the name and address of the officer holding such property, and shall state that if the owner does not claim such property within 90 days from the date of the notice such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the municipality or county giving the notice.

(c) If the property has a fair market value of $500 or more and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff, as the case may be, shall cause to be published once in a paper of general circulation in the municipality or county a notice containing a general description of the property held, the name of the owner if known, the name and address of the officer holding such property, and a statement that if the owner does not claim such property within 90 days from the date of the publication such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the municipality or county disposing of the property. If the property has a fair market value of less than $500 and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff may sell or donate the property. The person designated by the municipality, the purchasing agent, or the sheriff shall deposit the sale proceeds, after deducting the reasonable expense of keeping the property and costs of the sale, in the treasury of the municipality or county selling or donating the property.

(d) The sale under this article of any property that has a fair market value of $500 or more shall be preceded by a notice published once at least 14 days prior to the date of such sale in a newspaper of general circulation in the municipality or county where the sale is to take place, stating the general description of the property, the names of the owner if known, and the date and place that such sale will occur. This article does not require disposition by sale.

Exhibit "B"

Texas Department of Public Safety

Pursuant to Article 18.17 of the Texas Code of Criminal Procedure, the Texas Department of Public Safety, with the assistance of the Hidalgo County Purchasing Department, is hereby given notice to owners of the abandoned and unclaimed property listed below, that if such property is not claimed within THREE (3) MONTHS from the date of this Publication, such Property will be deposit into the treasury of the County.

The property will not be returned to an individual without proof of ownership. Anyone who believes his or her property may have been recovered by the Texas Department of Public Safety should contact Lt. Roman Rodriguez, Monday through Friday, 8:00am to 5:00pm at (956)992-8524.

1) **Currency/Money**

AI-50103 **Purchasing Department** **15. A. 3.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Hidalgo County [all elected offices, departments, programs and/or agencies thru all funding sources] to utilize PEPPM NATIONAL COOPERATIVE'S Contract Awarded Vendors [on an as needed basis] with the purpose of participating in the cooperative's purchasing services as an additional procurement resource with no membership fees, inter-local or resolution required by the cooperative [PEPPM].

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on agenda request.

Attachments

PEPPM DOCUMENTATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/15/2015 03:42 PM
Budget & Management	Veronica Ortiz	06/15/2015 04:34 PM
Glinda Pacheco	Glinda Pacheco	06/16/2015 02:55 PM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Vangie Garcia		Started On: 06/15/2015 11:04 AM
Final Approval Date: 07/02/2015		

PEPPM
Technology Bidding and Purchasing Program
www.peppm.org

PEPPM National Cooperative Contracts

Select A State

News and Site Updates

Upcoming Events

SPIN Numbers

Press Releases

Vendor Information

PEPPM Buyer's Guide

To search the PEPPM web site and product lines, select your state and use the search box at the top of the page.

PEPPM Contacts

For additional information, or help using PEPPM, please feel free to contact us.

For information about becoming a PEPPM awarded vendor, contact David Manney.

For help with purchase orders

Pam Murray	pmurray@peppm.org	(570) 523-1155 x2193
Carol Styers	cstyers@peppm.org	(570) 523-1155 x2161

For help with submitting price lists, ordering instructions or promotions (vendors only)

Michelle Kipple	mkipple@peppm.org	(570) 523-1155 x2126

For help with creating a price list using the required template (vendors only)

Jared Lehman	jlehman@peppm.org	(570) 523-1155 x2169

For help downloading or viewing a price list or ordering instructions

Mark C. Carollo	mcarollo@peppm.org	(570) 523-1155 x2159

For help with the Epylon eCommerce site

Epylon Customer Service	service@epylon.com	(888) 211-7438

Administrative Support (contract questions, who can use PEPPM, ordering procedures)

David Manney	dmanney@peppm.org	(570) 523-1155 x2174

Technical support for issues with the web site

Mark C. Carollo	mcarollo@peppm.org	(570) 523-1155 x2159

Mailing Address

PEPPM
Central Susquehanna Intermediate Unit
90 Lawton Lane
Milton, PA 17847

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no membership
no fees

PEPPM Technology Bidding and Purchasing Program www.peppm.org

PEPPM National Cooperative Contracts

ArcMail Technology, Inc.

(Email archiving and management products and solutions)

Awarded to Whalley Computer Associates, Inc.

Last PEPPM Pricing Update on March 01, 2015 08:00am
PEPPM Pricing has been verified as of March 01, 2015 08:00am

Product Line Information

- Current Price List (PDF) - A comprehensive listing of available items
- Vendor Contacts and Ordering Instructions - How to order and address the PO
- **Manufacturer's Web Site** - Web site for this product line
- Awarded Vendor's Web Site - Web site for this vendor

Additional Information

- Available to Universities
- Available to Government Agencies

Vendor's Awarded Contracts:

- ArcMail Technology, Inc.
- Cables2Go
- MakerBot
- Mimio
- Oki Data
- Scale Computing

Authorized Reseller Of:

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PEPPM National Cooperative Contracts

PEPPM Technology Bidding and Purchasing Program www.peppm.org

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Product Lines
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D to K
L to R
S to Z
2015 New Awards

Catalog Bids
General Information
Audio Visual Products
General Hardware & Software
Refurbished Computer Systems & Parts
Remanufactured Laser Toner & Ink Cartridges

Awarded Vendors
Complete List

Authorized Resellers
Sorted by Reseller
Sorted by Product Line

Official Notice

Specials/Promotions

E-rate Information
SPIN Numbers

Awarded Vendor List

The following list displays the product lines that have been awarded to a specific vendor. In addition, the listing also includes those product lines in which the Awarded Vendor has designated the listed vendor as an Authorized Reseller. Products that the vendor is listed as a reseller on are noted as "Authorized Reseller." Products that the vendor is listed as a reseller on are also listed in the Authorized Resellers lists linked from the left blue navigation bar.

Product lines followed by a gold arrow (▸) are available to government agencies. More information
Product lines followed by a green arrow (▸) are available to universities and higher education agencies. More information

A+ Mobile Solutions
- A+ Mobile Solutions

A+ Technology and Security Solutions, Inc.
- Alvarado
- ETR
- Identicard Systems
- SDC Security
- SISCO

Ace Computers
- ACE Computers

ACP Direct
- Labsonic

ADTRAN
- Adtran, Inc.

Aerohive Networks
- Aerohive Networks

Alcatel-Lucent Enterprise USA, Inc.
- Alcatel-Lucent

Allegheny Education Systems
- Amatrol
- Epilog Laser
- ezRouter
- Stratasys
- Techno, Inc.

AngelTrax
- AngelTrax

Apple Computer, Inc.
- Apple Computer, Inc.

App-Techs Corporation
- App-Techs Corporation
- HIKvision USA, Inc.
- Isonas
- Milestone Systems, Inc.
- Mobotix

Aruba Networks
- Aruba Networks Corporation

Asus Computer International, Inc.
- Asus Computer International, Inc.

Audio Enhancement
- Audio Enhancement

Avaya, Inc.
- Avaya

AVRover
- AVRover
- ONfinity

AVST
- AVST

B&H Photo Video
- Audio Visual Products Catalog

Barracuda Networks, Inc.
- Barracuda

BenQ America Corporation
- BenQ America Corporation

Boxlight, Inc.
- Boxlight Corporation

Bradford Networks
- Bradford Networks

Bretford Manufacturing, Inc.
- Bretford Furniture Manufacturing

ByteSpeed, LLC
- ByteSpeed Computers

Camcor, Inc.
- Audio Visual Products Catalog
- Dukane - Audio/Visual

JP Lilley & Son, Inc.
- Califone International
- Comprehensive
- Peerless

K12 Solutions, Inc.
- Refurbished Computer Systems and Parts Catalog

KIT Communications
- Exacq
- LTS Security, Inc.
- Primus Cable

LearnPad, Inc.
- LearnPad, Inc.

Lexmark International, Inc.
- Lexmark International, Inc.

Liebert Corporation
- Liebert

Lightspeed Technologies, Inc.
- Lightspeed Technologies, Inc.

Logisoft
- Adobe Systems, Inc.
- Symantec
- Trident Case

Markant
- Markant

Marvel
- Marvel

Meru Networks, Inc.
- Meru Networks

MiEN Company
- MiEN Company

Mitel Business Systems, Inc.
- Mitel, Inc.

Mythics, Inc.
- Oracle America, Inc.

NCS Technologies, Inc.
- NCS Technologies, Inc.

NetApp, Inc.
- NetApp

Nova Solutions, Inc.
- Nova Solutions, Inc.

NRG Controls North, Inc.
- Pelco
- TAC/Schneider Electric

Panasonic System Communications
- Panasonic Corporation

Paragon
- Paragon Furniture

PartStock Computer
- Refurbished Computer Systems and Parts Catalog

PCS Revenue Control Systems, Inc.
- PCS Revenue Control Systems, Inc.

Philips Signage Solutions
- Philips Corporation

Phillips Office Solutions
- Kyocera - Copiers

Pivotal Communications Group, LLC
- Front Row
- WePresent

Primex Wireless, Inc.
- Primex

Promethean, Inc.
- Promethean

Pro-Vision, Inc.
- Pro-Vision, Inc.

- Elmo Manufacturing Corporation

Canon U.S.A., Inc.
- Canon USA - Copiers
- Oce

Carahsoft Technology Corporation
- Airwatch
- Arista Networks
- FireEye
- Next Level Security Systems
- Nimble Storage
- VMware, Inc.

CDI Computer Dealers, Inc.
- Refurbished Computer Systems and Parts Catalog

CDWG
- General Hardware and Software Catalog

ClassLink, LLC
- ClassLink, Inc.

Clear Touch Interactive
- Clear Touch Interactive

Comm Solutions Company
- Bluecoat Systems

Communication Systems, Inc.
- Genetec
- Honeywell Security Group Products

Computer Connections
- Computer Connections

Concensus Technologies
- Concensus Technologies

CXtec
- CABLExpress
- GN Netcom/Jabra
- Plantronics
- Rapidcare
- Refurbished Computer Systems and Parts Catalog

Cyclone Products, Inc.
- Cyclone Products, Inc.

D&H Distributing Company
- Texas Instruments

Dagostino Electronic Services, Inc.
- Aiphone
- AMX
- Axis Communications
- Crestron
- Samsung - Security Products

Data Management, Inc.
- Data Management, Inc.

Data Networks
- Juniper

Dauphin DataCom
- Digium
- Panduit Corporation
- Sensor Switch
- Valcom

DEMCO, Inc.
- Demco

Denaq
- Denaq, Inc.

D-Link Systems, Inc.
- D-Link

EarthWalk Communications, Inc.
- EarthWalk

EC America, Inc.
- Avizia, Inc.
- Computer Associates
- Transition Networks
- Trustwave
- VBrick Systems, Inc.

Egan TeamBoard, Inc.
- Egan TeamBoard, Inc.

EMC Corporation
- EMC Corporation
- RSA Security

Emergent 360
- Amazon.com, Inc.
- Google

En-Net Services, LLC
- Absolute Software
- Allied Telesis, Inc.
- B&B Electronics
- Belkin
- Copper Cables Direct
- DMSI
- Eaton
- EIZO
- Ergotron
- Fujitsu - Computers

PSX, Inc.
- Avigilon
- S2 Security

Rauland-Borg Corporation
- Rauland-Borg

Renaissance Learning, Inc.
- Renaissance Learning, Inc.

Rocky Mountain Ram
- Rocky Mountain RAM

Ruckus Wireless, Inc.
- Ruckus Wireless, Inc.

Rugged Protection, LLC
- Rugged Protection

SAFARI Montage
- SAFARI Montage

Sage Technology Solutions, Inc.
- Arecont Vision
- Atlona Technologies
- EiKi
- Iginvision
- TeachLogic
- TOA Electronics, Inc.

Sapling Company
- Sapling, Inc.

Schaedler Yesco Distribution
- EverFocus
- Firelite
- Hubbell
- Middle Atlantic Products
- Mohawk

Scholar Craft Products, Inc.
- Scholar Craft Products

School Tech Supply
- Datamation Systems
- Lightspeed Systems
- Pathway Innovation and Technologies

Seon Design
- Seon Design, Inc.

Sharp Electronics Corporation
- Sharp - Copiers
- Sharp - Professional Displays/Monitors

ShoreTel
- ShoreTel

Sierra Media Services, Inc.
- Sierra Media Services, Inc.

Silicon Mountain Memory
- Silicon Mountain Memory

SMART Technologies Corporation
- SMART Technologies

Smoothwall, Inc.
- Smoothwall

Sony Electronics, Inc.
- Sony Electronics - Professional

Sophos, Inc.
- Sophos, Inc.

Source Code
- Source Code

Spectrum Industries, Inc.
- Spectrum Industries, Inc.

Steelcase, Inc.
- Steelcase

Sunburst Digital, Inc.
- Sunburst Digital

SYNNEX Corporation
- AVAST
- Axiom
- Bosch/Philips
- Brenthaven
- Chief Manufacturing
- Da-Lite
- Dell
- Ergotech Group, Inc.
- Hewlett Packard - Computers
- Hewlett Packard - Printers/Imaging
- Hewlett Packard - Servers/Networking
- Higher Ground
- IXIA, Inc.
- LifeSize Communications, Inc.
- Microsoft - Hardware
- Netop
- Red Hat, Inc.
- Samsung - Enterprise Products
- Seal Shield
- Targus Group International

Tangent Computer, Inc.
- Tangent Computer

- Fujitsu - Scanners/Drives
- Imation
- Infocus
- Iogear
- Kanguru
- Lantronix
- Lumension
- NetGear
- NetIQ
- Novell, Inc.
- Nutanix
- Otter Box
- Urban Armor Gear
- Wasp
- Webtrends
- Zebra Technologies
- Zero Cases

ePlus Technology, Inc.
- Acer
- APC
- Checkpoint
- Cisco
- Citrix
- F5 Networks
- Fidelis
- Imperva
- Infoblox
- Lenovo
- LG Electronics
- McAfee, Inc.
- MobileIron
- Palo Alto
- Pure Storage
- Splunk
- Trend Micro
- Veeam
- Websense

Epson America, Inc.
- Epson America, Inc.

ESSDACK
- Double Robotics

E-Systems Group, LLC
- e-Systems Group, LLC

Exinda Networks
- Exinda Networks

Extreme Networks, Inc.
- Extreme Networks

FireFly Computers
- Ncomputing, Inc.

Food Service Solutions, Inc.
- Food Service Solutions, Inc.

Forest Scientific Corporation
- Forest Scientific Corporation
- SA International
- Universal Laser Systems

GDC IT Solutions
- LAM Systems, Inc.

Gemba Security Solutions, LLC
- CareHawk Safety Communications
- Sielox, LLC

Greene Manufacturing, Inc.
- Greene Mfg., Inc.

Guyette Communication Industries Corporation
- NEC - Telecommunications

Hann
- Hann Manufacturing, Inc.

HATCH, Inc.
- Hatch, Inc.

Heartland School Solutions
- Heartland School Solutions

Hitachi America, LTD
- Hitachi America, LTD

Hite Company
- Bogen Communications, Inc.
- Hitachi Cable America
- Leviton
- Lithonia

iBoss Network Security
- iBoss Web Filters

Icon Cloud Solutions, LLC
- ICON Cloud Solutions, LLC

Impulse
- Impulse

Insight Systems Exchange
- Refurbished Computer Systems and Parts Catalog

Insystech, Inc.

Teachscape
- Teachscape

Tech4Learning, Inc.
- Tech4Learning, Inc.

Technology Education Concepts, Inc.
- 3D Systems, Inc.
- GCC America, Inc.

Tegile Systems, Inc.
- Tegile

TekVisions, Inc.
- TekVisions, Inc.

Telecor, Inc.
- Telecor

Teracat Data Solutions
- Ken-A-Vision
- Luidia, Inc.

Toledo Furniture, Inc.
- Toledo Furniture

Toshiba America Information Systems, Inc.
- Toshiba - Computers
- Toshiba - Telecommunications

Total Video Products, Inc.
- Optoma Technology, Inc.

Tripp Lite
- Tripp Lite

Troxell Communications
- Audio Visual Products Catalog

Turning Technologies, LLC
- eInstruction
- Turning Technologies, LLC

U-Combination Technology
- NEC - Servers

Unistar-Sparco Computers, Inc.
- Black Box Network Services
- General Hardware and Software Catalog
- Kodak
- Logitech
- Seagate

Unitrends, Inc.
- Unitrends

Universal Seating Company
- Universal Seating

VectorUSA
- Berktek
- Fortinet
- OnSSI
- PolyCom

Vernier Software & Technology, LLC
- Vernier Software & Technology, LLC

VersaTables.com
- Versa Tables

Vertical Communications, Inc.
- Vertical Communications

Vicon Industries, Inc.
- Vicon Industries, Inc.

Video Insight
- Video Insight, Inc.

ViewSonic Corporation
- ViewSonic

VIG Solutions, Inc.
- Refurbished Computer Systems and Parts Catalog

Walker and Associates, Inc.
- 6Connect
- Ciena
- TE Connectivity
- ZyXel

Westminster Technologies, Inc.
- TAPit

Whalley Computer Associates, Inc.
- ArcMail Technology, Inc.
- Cables2Go
- MakerBot
- Mimio
- Oki Data
- Scale Computing

Whitney Brothers
- Whitney Brothers

Xerox Corporation
- Xerox Corporation - Copiers

Xi3 Corporation
- Xi3, Inc.

Xirrus, Inc.
- Xirrus

Zonar Systems, Inc.
- Zonar Systems

Zones, Inc.

- Insystech, Inc.

IntegraONE
- ESET, LLC
- Kaspersky

Integrated Security Systems, LLC
- Interlogix
- Lenel
- Status Solutions

Interactive Services Group, Inc.
- Interactive Services Group, Inc.

Interior Concepts
- Interior Concepts

Interphase Corporation
- Interphase Corporation

IPS Global
- Remanufactured Laser Toner and Ink Cartridges Catalog

IPVideo Corporation
- IPVideo Corporation

Ironwood
- Ironwood Manufacturing

ISE, Inc.
- ISE

- General Hardware and Software Catalog
- Remanufactured Laser Toner and Ink Cartridges Catalog

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Texas

List of Awarded Product Lines
List of Awarded Catalog Categories
PEPPM Bid Process and Award Details
PEPPM 2015 Official Notice

The product lines listed below have been awarded by the Central Susquehanna Intermediate Unit on behalf of Pennsylvania K-12 public school districts, vocational-technical schools, intermediate units, state-approved private schools, public libraries, nonpublic schools, approved charter schools, community colleges and, with the vendor's approval and where permissible by statute or regulation, colleges, universities, county governments, local municipalities and related county/municipal authorities and other non-profit entities according to Pennsylvania bid statutes.

The PEPPM Awarded Vendor for each of the product lines listed below has agreed to extend their bid pricing to your state according to the terms and conditions outlined in the PEPPM bid request.

If your school/agency and state's bid statutes allow the use of other states' contracts for purchasing technology products, you are eligible to purchase through these PEPPM contracts. If you require additional information about the PEPPM bid in order to determine whether our bid terms and conditions and procedures meet your bid requirements, please contact David Manney (570-523-1155 x2174).

The only requirement for using the PEPPM contracts is that all orders must be placed by faxing your purchase order (made out to the Awarded Vendor or Authorized Reseller) and a quote (if provided) to the PEPPM 800-number (800-636-3779). There is no fee or additional charge for use of the PEPPM contracts. The price you see or is quoted to you is the price you pay.

By clicking on one of the product line links below, you will be taken to the product line information page. Clicking on the "Current Pricelist" link will display the products and prices that have been extended to your state. To return to THIS page and view other product lines extended to your state; please use the "Back" button in your browser.

Do not use the left navigation bar in the product line information page. Doing so could result in you displaying product line pages that have not been extended to your state. All Awarded Vendors did not agree to extend their contract to other states. **Always make sure the top of this page references your state.**

List of Available Product Line and Catalog Awards:

Awarded Catalog Categories: In an effort to provide buyer access to a broad spectrum of products that may be purchased over the course of a year from a single vendor, the PEPPM program has conducted and awarded a catalog bid. This bid includes technology products within specific categories typically sold through online and paper based catalogs.

PEPPM Catalog Category Awards

Audio-Visual Products
B&H Photo Video Catalog Store
Camcor, Inc. Catalog Store
Troxell Communications Catalog Store
Zones, Inc. Catalog Store

General Hardware and Software
Unistar-Sparco Computers, Inc. Catalog Store
Zones, Inc. Catalog Store

Refurbished Computer Systems and Parts
2TAC Corporation Catalog Store
CDI Computer Dealers, Inc. Catalog Store
CXtec Catalog Store
Insight Systems Exchange Catalog Store
K12 Solutions, Inc. Catalog Store

Remanufactured Laser Toner and Ink Cartridges
IPS Global Catalog Store
Zones, Inc. Catalog Store

Clear Touch Interactive
Commscope
Comprehensive
Computer Associates
Concensus Technologies
Copper Cables Direct
Cyclone Products, Inc.
D&D Security Resources
Da-Lite
Data Management, Inc.
Datamation Systems
Dell
Denaq, Inc.
D-Link
DMSI
Double Robotics
Dukane - Audio/Visual
EarthWalk
Eaton
Egan TeamBoard, Inc.
EiKi
eInstruction
EIZO
Elmo Manufacturing Corporation
EMC Corporation
Ergotech Group, Inc.
Ergotron
ESET, LLC
e-Systems Group, LLC
ETR
Exinda Networks
F5 Networks
Fidelis
FireEye
Firetide
Fluke
Food Service Solutions, Inc.
Forest Scientific Corporation
Front Row
Fujitsu - Computers
Fujitsu - Scanners/Drives
GCC America, Inc.
General Cable
GN Netcom/Jabra
Google
Great Lakes Case and Cabinets
Google
Greene Mfg., Inc.
Hann Manufacturing, Inc.
Hatch, Inc.
Hewlett Packard - Computers
Hewlett Packard - Printers/Imaging
Hewlett Packard - Servers/Networking
HIKvision USA, Inc.
Hubbell
IBM Corporation
iBoss Web Filters
ICON Cloud Solutions, LLC
Identicard Systems
Imation
Imperva
Impulse
Infoblox
InfoSnap
Insystech, Inc.
Interactive Services Group, Inc.
Interior Concepts
Interlogix
Interphase Corporation
Iogear
IPVideo Corporation
Pure Storage
QOMO HiteVision
Rapidcare
Rauland-Borg
Red Hat, Inc.
Renaissance Learning, Inc.
Rocky Mountain RAM
RSA Security
Ruckus Wireless, Inc.
Rugged Protection
Russwood
S2 Security
SA International
SAFARI Montage
Samsung - Enterprise Products
Samsung - Security Products
Sapling, Inc.
Scale Computing
Scholar Craft Products
SDC Security
Seagate
Seal Shield
Seon Design, Inc.
ShoreTel
Sielox, LLC
Sierra Media Services, Inc.
Silicon Mountain Memory
SISCO
Smoothwall
Sophos, Inc.
Source Code
Splunk
Steelcase
Sunburst Digital
Symantec
Tangent Computer
TAPit
Targus Group International
TE Connectivity
Teachscape
Tegile
TekVisions, Inc.
Telecor
TOA Electronics, Inc.
Toshiba - Computers
Toshiba - Telecommunications
Trend Micro
Trident Case
Tripp Lite
Trustwave
Turning Technologies, LLC
Unitrends
Universal Laser Systems
Universal Seating
Urban Armor Gear
Vaddio
Valcom
VBrick Systems, Inc.
Veeam
Vernier Software & Technology, LLC
Versa Tables
Vertical Communications
VFI (Video Furniture International)
Vicon Industries, Inc.
Video Insight, Inc.
ViewSonic
Violin Memory, Inc.
VMware, Inc.
Wasp
Websense
Webtrends

Date of award:

I. PEPPM 2014 Catalog Bid: December 19, 2013, December 30, 2013
II. PEPPM 2015 Product Line Bid: November 19, 2014, December 17, 2014

Term of Contract:

I. PEPPM 2014 Catalog Bid: January 1, 2014 - December 31, 2016
II. PEPPM 2015 Product Line Bid: January 1, 2015 - December 31, 2017

Agencies eligible to purchase:
All local education agencies (LEAs), which include school districts, career and technology centers, intermediate units, state-approved private schools providing approved special education programs, nonpublic schools, community colleges, public libraries and state-approved charter schools. Four-year colleges, universities, local and state government agencies, local municipalities and related county/municipal authorities and non-profit entities (with vendor approval and where permissible by statute or regulation) are also eligible PEPPM buyers.

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Using PEPPM and F.A.Q.

F.A.Q. at bottom of page

Using PEPPM:

In an effort to assure PEPPM bid protection, the following procedures are recommended. Since PEPPM contract information is published electronically, you should take certain steps to ensure that you have the proper information printed at your site for auditing purposes.

1. Review the PEPPM Official Notice (for Pennsylvania purchasers only), and print a copy for your records.
2. Select the appropriate PEPPM manufacturer/publisher and review the ordering information. You may wish to print a copy of this information and attach it to the purchase order for audit purposes. Remember: All orders must be addressed to the appropriate PEPPM vendor or one of their designated partners and faxed to (800) 636-3779 unless you are using the Epylon eCommerce system to place the order.
3. Review the appropriate pricing for the manufacturer/publisher. All price lists are stored in Adobe PDF format. The Adobe Acrobat Reader (PDF viewer) is available, free of charge. See the download page. This program is required to view the PDF files. After selecting "Current Price List", the file can be saved from the Adobe Acrobat Reader for off-line viewing. You may want to contact the awarded vendor or a designated reseller to request a quote when ordering in volume or the posting date for the list is two or more weeks old. Be sure to request that "As per PEPPM" is identified on your quote.
4. Create a purchase order for the items you wish to purchase. Type "As Per PEPPM" on your Purchase Order. You may want to attach a copy of the PEPPM pricing for that product for auditing purposes. If a quote was given, be sure to attach to the purchase order.
5. Fax your order to (800) 636-3779.

Frequently Asked Questions:

How do I use PEPPM to order the items I want?

- Offline Ordering using the PEPPM pages:
  After accessing your state's pages, browse or search either the vendor or product categories to locate the items you would like to order. Once items are located, simply follow the ordering instructions provided by the Awarded Vendor, and create a PO to fax to PEPPM (See items 2-5 above).
  Important Note: In order to guarantee bid protection, purchase orders must be faxed directly to 1-800-636-3779. Please do not send purchase orders directly to the vendor. Thank you for your cooperation. Make sure you include the date and "As Per PEPPM" on your purchase order and all PEPPM quotes.
- Web-Based Ordering using Epylon eCommerce:
  Go to www.epylon.com and click on the Epylon login link at the top of the page. If you do not have an Epylon account, please click on the "Buyer Registration" button, and follow the instructions to create an account.
  - Before placing an online order, make sure that your Ship-to Address has been entered by the individual in your organization that manages your Epylon information. Click on My Profile_My Ship-to Addresses to view the addresses available on your account. If it is not listed, you must add it before creating the PO form. Ship-to Addresses are added under Accounts_Ship-to Addresses.
  - When ready to shop:

    1. Login to Epylon at www.epylon.com using your username and password.
    2. Click on the Contracts tab.

1. Choose between a "line item" or "contracts" search.
2. Select the PEPPM vendor from the Vendor (Awardee) list.
3. Click "Search."

3. Add selected line items to a List.
4. [Include this step only if the Awarded Vendor is using resellers] Assign a reseller to the item by using the checking the box next to the item and clicking the "Assign Distributor" button.
5. To request a volume price break, add items to a Spot Price Check form along with your desired quantity and a Response Due Date. The vendor will be notified of your request via email. Once they respond, you'll be notified and can view the response on Epylon. (After viewing a winning response, continue with the instructions that follow.)
6. Add selected items to a Purchase Order form.
7. Click "Submit" after entering a valid PO number and shipping address.
   1. The PEPPM contract will automatically be referenced in your PO.
   2. You will retain a copy of the sent purchase order in your Epylon account. A Printable Version is also available.
   3. The order will immediately be viewable by the vendor.
   4. Your order will be archived for PEPPM bid protection.

   For any assistance using Epylon, contact service@epylon.com or call 888-211-7438.

How do I process E-rate purchases?
Buyers taking advantage of E-rate discounts must indicate this on the PO, by using the words "E-rate Purchase Order" whether it is a faxed PO or an electronic Epylon PO, so vendors can act on it accordingly.

Orders will be processed the same as any other PEPPM order - the only real difference being the discount the buyer is entitled to through the E-rate program, and the delayed delivery of the product(s).

Make sure you get your E-rate purchase orders in and file your Form 471 by the deadline.

What does PEPPM do with your Purchase Order?

- We check the pricing to ensure that it is the most up to date and lowest pricing available.
- We immediately send the purchase order to the named vendor or reseller. Our promised turnaround time is 24 hours, and so far we have been averaging 1-2 hours.
- We maintain a database of all purchase orders that go through our system, so that we can assist you in the case that you are audited.

Why do you need bid protection on smaller purchases?
If you purchase less than the required bid amount for a given product in one month, and later you need to purchase more, you will be in jeopardy of not having bid protection unless you purchase from the awarded PEPPM vendors using PEPPM procedures.

Is spot pricing part of the PEPPM bid?
Yes. If you are purchasing a large volume of product, contact the vendor to request a reduced price quote. Make sure the quote states: "As per PEPPM volume discount". Fax both the quote and the Purchase Order to PEPPM at 800-636-3779. If you send your purchase order and quote via the PEPPM fax process, you are bid protected – as long as the price on your purchase order is less than that day's posted price for the product. We will maintain a record of these purchases as well.

Are shipping costs included in the PEPPM price?
PEPPM posted prices are the total prices you will pay for items purchased, on orders over $500. Purchase orders under $500 are subject to freight charges, if your vendor decides to add that cost.

Send comments or suggestions about this web page to the **Webmaster**

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Terms of Use

State of Texas Statutes

Government Code
Title 7. Intergovernmental Relations
Chapter 791 Interlocal Cooperation Contracts
Subchapter C. Specific Interlocal Contracting Authority

§ 791.001 GOV'T. Purpose

The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

§ 791.003 GOV'T. Definitions

4) "Local government" means a:

(A) county, municipality, special district, or other political subdivision of this state or another state ; or

(B) combination of two or more of those entities.

SECTION 2. Section 791.011 GOV'T, Government Code, is amended by amending Subsection (b) and adding Subsection (g) to read as follows:

(b) A party to an interlocal contract may contract with a:

(1) state agency, as that term is defined by Section 771.002; or

(2) similar agency of another state.

(g) A governmental entity of this state or another state that makes purchases or provides purchasing services under an interlocal contract for a state agency, as that term is defined by Section 771.002, must comply with Chapter 2161 in making the purchases or providing the services.

§ 791.025 GOV'T. Contracts for Purchases

(a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the General Services Commission, to purchase goods and services.

(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the General Services Commission, to purchase

goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

(d) In this section, "council of governments" means a regional planning commission created under Chapter 391, Local Government Code.

in:"sent" Evangelina Garcia

Mail Address Book Calendar Tasks Briefcase Preferences Search Re: New COOP

Close Reply Reply to All Forward Delete Spam Actions

New COOP

From: Evangelina Garcia

To: Martha Salazar

Cc: Darlene H. Betancourt Renan Ramirez

Marty;
This cooperative appears to be similar as WSCA-NASPO; as the procurement process was initiated by PE allows or is permissible to utilize pursuant by applicable statute of state. I'm pending a call from the coope back to all as soon as I have additional details.

RENAN: Which vendor are you interested under this cooperative?

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

Show quoted text - Reply - Reply to All - Forward - More Actions

From: Evangelina Garcia

To: Martha Salazar

Cc: Darlene H. Betancourt Renan Ramirez

Okay...I can look into it..

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

in:"inbox" Message Sent angelina Garcia

Mail Address Book Calendar Tasks Briefcase Preferences Fwd: New COOP

Close Reply Reply to All Forward Delete Spam Actions

Fwd: New COOP

From: Martha Salazar

To: Darlene H. Betancourt Evangelina Garcia

Cc: Renan Ramirez

Ladies:
Can you research this coop and report back to us.
Thanks,
Marty

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Elena Gomez" <elena.gor
Sent: Wednesday, April 1, 2015 9:54:36 AM
Subject: New COOP

Marty,

I'm interested in this COOP. How can we get on it?

http://www.peppm.org/state/Texas.htm

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: New COOP

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Mon, Apr 13, 2015 03:35 PM

Subject : Re: New COOP 1 attachment

To : Renan Ramirez <renan.ramirez@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Renan;
Hidalgo County can utilize this cooperative as I have verified the process. I spoke to David Manney at PEPPM National Cooperative for confirmation of the process. There are no fees applicable here or any membership documents to fill out. We can utilize their contracted vendors under our State of Texas for the products/fees under award. I've attached the information on "Whalley Computer Associates" and you will see "product line information" and "vendor's awarded contracts. Once you go into the website and click "Texas"; look up the vendor and their awarded products. Let me know if I can be of any assistance on this as I like this cooperative; its very detailed and easy to navigate including product/service verification.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Monday, April 6, 2015 11:00:35 AM
Subject: Re: New COOP

Whalley Computer Associates
(p) 508.634.1115 | (c) 603.393.2536
crr@wca.com | www.wca.com

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

Ladies:
Can you research this coop and report back to us.
Thanks,
Marty

From: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Wednesday, April 1, 2015 9:54:36 AM
Subject: New COOP

Marty,

I'm interested in this COOP. How can we get on it?

http://www.peppm.org/state/Texas.htm

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

PEPPM Product Line Information.html
24 KB

AI-50280 **Purchasing Department** **15. A. 4.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Yolanda Velasquez, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to execute "Letter(s) of Authorization" (see sample attached herein) for the purposes of including as Exhibit for upcoming procurement of a "New Electric Energy Provider" for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

LETTER

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	06/30/2015 02:42 PM
Budget & Management	Damaris San Miguel	06/30/2015 04:19 PM
Glinda Pacheco	Glinda Pacheco	07/01/2015 09:09 AM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Yolanda Velasquez Started On: 06/29/2015 11:52 AM

Final Approval Date: 07/02/2015

Standard Letter of Authorization for the Request of Historical Usage Information

Date: _____ Expiration Date: _____

LIST TDU (REQUIRED; List TDUs that apply to request)

☐ ONCOR ☐ CenterPoint ☐ Sharyland

☐ AEP ☐ TNMP ☐ Nueces

Please accept this letter as a formal request and authorization for the above referenced Distribution Company (TDU) to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to the **Texas General Land Office**. This information request shall be limited to no more than the most recent 12-month period of service. If the ESI ID(s) are IDR accounts, please indicate whether summary level and/or interval data is required.

☐ Summary Billing Data Only ☐ Interval Data Only ☐ Both Summary and Interval Data

Please forward usage and load information in electronic (Microsoft Excel) format to:
nsutton@cavallotspp.com or fax to 713-583-8938

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP. TDSP will reject if ESI IDs are submitted that are not associated with their territory.

Service Address	ESI ID Number (found on bill)

AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.

_____ _____
(Signature) (Company)

X☐ **By checking this box, Texas General Land Office affirms that they have authorization from the Customer identified below to obtain Customer's historical usage information and holds the TDSP harmless for providing the historical data to requested party as identified on this form.**

_____ _____
(Name, printed) (Billing Street Address)

_____ _____
(Title) (City, State, Zip Code)

_____ _____
(Telephone Number) (Email Address)

Texas General Land Office 1700 North Congress Austin, TX 78701

AI-50313 **Purchasing Department** **15. B. 1.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of Work Authorization No. 6 in connection to Contract# C-14-309-09-09 with Millennium Engineers Group, Inc. in the amount of $8,818.00 through assigned requisition# 279811 for the provision of "Construction Materials Testing Services" for the 18th Street (Airport Drive to FM 1015) Improvements project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-188-0-721

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

BUDGETARY IMPACT:

Refer to Req# 279811 for Millenium Engineers in the amount of $8,813.50

Attachments

Work Authorization No. 6

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2015 02:45 PM
Budget & Management	Damaris San Miguel	07/01/2015 04:10 PM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Katia Garcia		Started On: 07/01/2015 01:25 PM
Final Approval Date: 07/02/2015		

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-14-309-09-09

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the 18th Street (Airport Drive to FM 1015) Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $8,818.00
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 6 shall be funded through funding source:
Account No. 5-1345-431-00-121-188-0-721
Requisition Number 279811 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 6**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
18th Street (Airport Drive to FM 1015) Improvements Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	629.50
Sub-Total (per task)	**2**	**629.50**	**1,259.00**

Task: Flexible Base density testing at Roadway (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**6**	**370.50**	**2,223.00**

SOILS Section Total **3,482.00**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	453.00
Sub-Total (per task)	**4**	**453.00**	**1,812.00**

Task: HMAC Pavement Laboratory Testing (Per Sample, 4 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**4**	**375.00**	**1,500.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	14	50.00	700.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	10	60.00	600.00
Asphalt Core Density (each)	10	40.00	400.00
Vehicle trips (each)	2	37.00	74.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	2,024.00
Sub-Total (per task)	**1**	**2,024.00**	**2,024.00**

HMAC Pavement Section Total **5,336.00**

Total Estimated Cost **$8,818.00**

AI-50277 **Purchasing Department** **15. B. 2.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Vangie Garcia, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a professional appraisal services agreement with George Jaime Salazar, II d/b/a Appraisal Haus for the purposes of "appraisal services" for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Properties located within **Hidalgo County Precinct One** (on an as needed basis) and as approved for negotiations by CC from the "POOL" of Appraisers on 06/02/15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be appropriated as needed.

Attachments

CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2015 02:41 PM
Budget & Management	Damaris San Miguel	06/30/2015 04:17 PM
Glinda Pacheco	Glinda Pacheco	07/01/2015 08:28 AM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Vangie Garcia Started On: 06/27/2015 09:54 AM

Final Approval Date: 07/02/2015

THE STATE OF TEXAS§
§
COUNTY OF HIDALGO§

PROFESSIONAL SERVICES CONTRACT
C-15-214-07-07

THIS AGREEMENT is made effective the 7th day of **July, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **George Jaime Salazar, II d/b/a Appraisal Haus** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located** within **Hidalgo County Precinct No. 1**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County **The Fair Market Value**

Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within **Hidalgo County Precinct No. 1** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County. Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.***

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract is for a period of **one (1) year**, effective **July 7, 2015**, and will expire **July 6, 2016** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to

to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress**. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

6. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Appraiser agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the

Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract contains the entire agreement 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract 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.

18. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc.,

that result from the Appraiser=s intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

19. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

20. Notices. Except as may be otherwise specifically provided in this Contract, 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 at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Appraiser:	**George Jaime Salazar, II** d/b/a Appraisal Haus Attention: George Jaime Salazar, II, Owner 502 West Kuhn Street Edinburg, Texas 7841

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.

21. Execution of 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 Contract.

. **22. Binding Contract.** This Contract 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 contract.

23. Gender. All pronouns used in this Contract 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

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

25. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

27. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
George Jaime Salazar, II d/b/a
Appraisal Haus

By:_____

Printed Name: _____

Title: Owner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-009-02-04-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs
Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

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3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	1
5.	Exhibit C, Insurance Requirements,	4
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8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2015-009-02-04-SGS

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, three (3) copies** of all request for qualifications (RFQ) and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2015-009-02-04-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	**February 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. **HIDALGO COUNTY PROPOSED HOLIDAYS**

2015 YEAR	
New Year's Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26/15 and 11/27/15
Christmas Day	12/24/15 and 12/25/15
New Years Eve	12/31/15

17. ~~**BID OR PERFORMANCE BOND**~~ **AND DEBARMENT CERTIFICATION;** ~~**PAYMENT UNDER CONTRACT:**~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
  All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for

Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2015-009-02-04-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)
REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ № 2015-009-02-04-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **March 16, 2015 and ending March 15, 2016.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, three (3) copies and eight (8) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2015-009-02-04-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's

Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail or via facsimile to (956) 292-7612: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, January 26, 2015 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 28, 2015 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2015-009-02-04-SGS

Internal Use Only: Commodity Code: 946-15

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	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.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**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 EA ACC AUTO ONLY AGG	$ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

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

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2015-009-02-04-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ 1 Original, 3 Copies, and 8 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

EXHIBIT "A"

SERVICES TO BE PROVIDED BY APPRAISER

Scope of Services

The scope of the assignment is to appraise the area as fee simple in its present "as is condition' subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of the report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along the project. Once the appraisal has been concluded the report shall be delivered to the client, of which four (4) original copies shall be included in each appraisal packet. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as the market value, the appraiser shall be prepared to continue and prepare for condemnation proceedings of which will be billed at an additional cost. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

If there are any questions or concerns or if any item needs clarification please call George Jaime Salazar II at (956) 867-6398 or via email at jaimesalazar@appraisalhaus.org. Please sign and fax or email back once accepted. Thank you for the opportunity.

Sincerely,



George Jaime Salazar II
Certified Appraiser

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

June 24, 2015

Hidalgo County Purchasing Department
2802 South Business Highway 281
Edinburg, Texas 78539

RE: Appraisal Proposal-Precinct No.1

Dear Evangelina Garcia, Contract Manager

As per e-mail from Evangelina Garcia on June 8, 2015, our office is pleased to present our best and final offer proposal for appraising the various properties in connection with Acquisition of Land, Rights of Way, Easements, Condemnation Proceedings and Disposition of County Owned Property located within Hidalgo County Precinct No. 1 (on an "As Needed Basis"). The appraisal reports shall be based on the reporting requirements of the client and participating entities as well as the State Of Texas. The following is an itemization of the Best & Final Cost of Services:

Appraisal Report Costs	**$1,850.00 Per Parcel** (4) Original Appraisal Reports Included
Additional Original Reports	**$50.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the client and or other agencies involved in the project.
Updated/Revised Reports	**$350.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision costs shall be discussed with the client prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Appraisal Haus.
Condemnation Hearing	**Hourly Rate = $150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses
Appeals Court / Trial	**Hourly Rate = $200.00 Per Hour** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

EXHIBIT "B"

FEE SCHEDULE

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

June 24, 2015

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Condemnation Hearing	**Hourly Rate = $150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing plus expenses
Appeals Court / Trial	**Hourly Rate = $200.00 Per Hour** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

Scope of Services

The scope of the assignment is to appraise the area as fee simple in its present "as is condition' subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project and other sources available to this firm. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

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If there are any questions or concerns or if any item needs clarification please call George Jaime Salazar II at (956) 867-6398 or via email at jaimesalazar@appraisalhaus.org. Please sign and fax or email back once accepted. Thank you for the opportunity.

Sincerely,



George Jaime Salazar II
Certified Appraiser

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOSE LUIS GONZALEZ JR. AGENCY 4949 Walzem Rd SAN ANTONIO TX 78218	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED GEORGE J SALAZAR DBA APPRAISAL HAUS 502 W KUHN ST EDINBURG TX 78541-3224	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: NATIONWIDE MUTUAL FIRE INSURANCE COMP/ — 23779 INSURER B: NATIONWIDE MUTUAL INSURANCE COMPANY — 23787 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER			ACP BPOF 5505888385	01/28/2015	01/28/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			ACP BA 5505888385	01/28/2015	01/28/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2013 Volvo XC70 YV4952BL7D116731
2012 Toyota Tundra 5TFRM5F15CX038778

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jose L. Gonzalez Jr.

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Affidavit & Indemnity Agreement

Date: 12/16/13

Affiant: George Jaime Salazar II d/b/a Appraisal Texas

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant George Jaime Salazar II states he is a sole proprietor doing business as Appraisal Texas. Affiant will provide services for Hidalgo County under a Hidalgo County RFQ Description# 2014-006-12-11-SGS- "Professional Appraiser Services Pool".

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Printed Name of Affiant: George Jaime Salazar II

SWORN AND SUBSCRIBED TO under oath before me on 12-16-13

Notary Public, State of Texas

DINA I. RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-05-2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER

LIA ADMIN. & INSURANCE SERVICES
1600 ANACAPA STREET
SANTA BARBARA, CA 93101

CONTACT NAME: DANA DAMICO
PHONE (A/C, No, Ext): 805-963-6624 FAX (A/C, No): 805-962-0652
E-MAIL ADDRESS: DANA@LIABILITY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY SURPLUS INSURANCE CORP	10725
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

APPRAISAL HAUS
GEORGE JAIME SALAZAR II
502 WEST KUHN STREET
EDINBURG, TX 78541
ID# 165126

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			LSI012289-004	02/10/2015	02/10/2016	$1,000,000 EACH CLAIM $1,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
2812 S. BUS. HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract-Prof. Appraisal Services (On An As Needed Basis)-George Salazar, II d/b/a Appraisal Haus

From : Steve Crain <scrain@atlashall.com> Mon, Jun 29, 2015 07:42 AM

Subject : RE: Contract-Prof. Appraisal Services (On An As Needed Basis)-George Salazar, II d/b/a Appraisal Haus

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The contract is OK.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Saturday, June 27, 2015 10:46 AM
To: scrain
Cc: darlene betancourt
Subject: Contract-Prof. Appraisal Services (On An As Needed Basis)-George Salazar, II d/b/a Appraisal Haus

Good Morning Mr. Crain;
Attached for your review/approval is the contract document for the "Professional Appraisal Services" on an as needed basis with George Salazar, II d/b/a Appraisal Haus for Hidalgo County Precinct One as I wish to place an agenda item for the July 7th Commissioners Court meeting pursuant to your review.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

AI-50331 **Purchasing Department** **15. C. 1.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 3 (with an estimated cost of $25,985.16) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide geotechnical field, laboratory, and engineering analysis of Hidalgo County Pct 2 Boys & Girls Club & Aquatics Park Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-4XX-00-122-XXX-0-334

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

BUDGETARY IMPACT:

work authorizations will be funded pending approval of AI#50332 on the agenda of 7/7/15;

also refer to AI-50330

Attachments

WA3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/02/2015 11:44 AM
Budget & Management	Damaris San Miguel	07/02/2015 11:51 AM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Erika Zamora		Started On: 07/01/2015 06:14 PM
Final Approval Date: 07/02/2015		

L&G Consulting Engineers, Inc.

July 1, 2015

Mr. Armando Garza, Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: On-Call Geotechnical, Construction Materials Testing and Inspection Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization #3 – Hid. Co. Pct. 2 – Boys & Girls Club & Aquatics Park Projects (GEO)

Dear Ms. Zamora,

Attached for your review and approval is Work Authorization #3 to the On-Call Geotechnical, Construction Materials Testing and Inspection Services for "Road and Bridge, C.I.P. and Other Projects in General" Contract with Hidalgo County Precinct No. 2. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

Attachments: Work Authorization #3

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-125-04-14

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the "engineering services" to provide Geotechnical Field, Laboratory and Engineering Analysis of Hidalgo County Pct. 2 – Boys & Girls Club & Aquatics Park Projects.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $25,985.16. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 3.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 201____.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Geotechnical & Construction Materials Testing Services for "Road and Bridge, C.I.P. and Other Projects in General"

Pct. 2 –Boys & Girls Club & Aquatics Park Projects (Geo)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
		1. Soil Core Hole Drilling
YES	NO	a. Pavement ~~(See Section 3, page 3-1 for requirements)~~ – *Parking Areas/Drives
___	___	~~b. Retaining Walls (See Section 4, page 4-1 for requirements)~~
YES	NO	c. Miscellaneous Structures ~~(See Section 4, page 4-1 for requirements)~~ – *Nat./SOG
___	___	~~d. Bridges (See Section 5, page 5-1 for requirements)~~

***SEE EXHIBIT B-1 FOR BREAKDOWN OF GEO SERVICES**

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROADWAY DESIGN CONTROLS – N/A

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Pavement Design – Embankment and Subgrade Analysis
___	___	a. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined by Engineer during Preliminary Engineering)
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design (To be provided by others)
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 4 - MISCELLANEOUS (ROADWAY) – N/A

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
~~1. Retaining Walls and Embankments~~		
~~___~~	~~___~~	~~a. Foundation Studies (Show cost estimate with Function Code 110)~~
~~___~~	~~___~~	~~(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.~~
~~___~~	~~___~~	~~(2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.~~
~~___~~	~~___~~	~~b. Stability Analysis~~
~~___~~	~~___~~	~~c. Estimate~~
~~___~~	~~___~~	~~d. Summary of Quantities~~
~~___~~	~~___~~	~~e. Typical X-section.~~
~~___~~	~~___~~	~~f. General Guidelines for Retaining Walls~~
		~~(1) The ground water level should be observed at the water strike.~~
		~~(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).~~
		~~(3) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.~~
~~2. Miscellaneous Structures~~		
~~___~~	~~___~~	~~a. Foundation Studies (Show cost estimate with Function Code 110)~~
		~~The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)~~
		~~b. Foundation Analysis~~
		~~To be determined based on miscellaneous structure type and requirements.~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 5 - BRIDGE DESIGN – N/A

(Function Code 170)

Services Provided By: ENGINEER	COUNTY	
~~___~~	~~___~~	~~1. Foundation Studies (Show cost estimate with Function Code 110)~~ ~~The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.~~
~~___~~	~~___~~	~~2. Foundation Analysis~~ ~~Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 6 - CONSTRUCTION PHASE SERVICES – N/A
(Function Code 320)

Services Provided By: ENGINEER	COUNTY	
~~__~~	~~__~~	~~**CONSTRUCTION INSPECTION SERVICES:**~~

~~The ENGINEER will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the COUNTY.~~

~~__~~	~~__~~	~~**CONSTRUCTION MATERIAL TESTING:**~~

~~The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10). The construction material testing includes, but is not limited to the following:~~

~~(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.~~
~~(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.~~
~~(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.~~
~~(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.~~
~~(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.~~
~~(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.~~
~~(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.~~
~~(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.~~
~~(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 7 - ADDITIONAL RESONSIBILITIES

Document and Information Exchange

Geotechnical Reports, Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives or CD/DVD medium. Each flash drive or CD/DVD shall have a file titled Table of Contents (as applicable). The Table of Contents shall indicate the locations of files within the directory structure of the documentation (as applicable).

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Geotechnical	Mercedes Office
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the ENGINEER in providing Geotechnical Laboratory services, Construction Materials Testing Services, and Construction Inspection Services:

A. Preliminary Phase:

1) Attend preliminary conferences with the COUNTY and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.

B. Design Phase: N/A

~~1) Attend the COUNTY'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.~~
~~2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.~~
~~3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.~~
~~4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.~~
~~5) Furnish the COUNTY all necessary reports for preliminary design, design, and construction and maintenance projects.~~

C. Construction/Maintenance Phase: N/A

~~1) Attend the COUNTY'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.~~
~~2) Consult and advise with the COUNTY during construction.~~
~~3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.~~
~~4) Review all material designs as requested by the COUNTY and/or project design Laboratory.~~
~~5) Furnish the COUNTY all necessary reports for construction and maintenance projects.~~
~~6) Provide construction inspection and observation services as requested by the COUNTY on construction and maintenance projects.~~

D. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with COUNTY specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and Geotechnical/CMT reports prepared under this Agreement shall become the property of the COUNTY upon completion of the work and payment in full of all monies due to the ENGINEER.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the COUNTY within a reasonable time.

EXHIBIT B-1

Scope of Services to be provided by the Engineer – Geo. Tasks

The broad objectives of the study to be conducted by the ENGINEER will be to determine subsurface conditions for use by COUNTY in completing the design of the above referenced project. Described in this proposal are:

- Our understanding of pertinent project characteristics
- Our proposed scope for field and laboratory study
- Our proposed scope for engineering evaluation and reporting
- Our tentative project schedule
- Our project lump sum fee

I. Geotechnical Drilling and Miscellaneous Field Services (GEO - Drill)

Based on the location map (or general directive) provided, we are proposing the drilling and sampling of subsurface materials within the project limits as follows:

- Structural Borings – Four (4) Borings will be drilled at proposed location of Building Areas (Borings will be advanced to a depth of approximately 20 feet below the existing top of natural ground) (2 Boring per Each Project Site – B&G Club & Aquatics Center)

- Pavement Borings – Four (4) Borings will be drilled at proposed location of Parking Lot Areas and Driveways (Borings will be advanced to a depth of approximately 10 feet below the existing top of natural ground) (2 Borings per Each Project Site – B&G Club & Aquatics Center)

ENGINEER will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with ASTM or TxDOT Standard Test Procedures (ASTM D1586 – Standard Penetration Testing or Tex-132-E – Texas Cone Penetration). The soil will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of our drilling operations.

Unless requested, the COUNTY will be responsible for obtaining any necessary permits or authorization to access areas (right of entry) where the borings are to be drilled. All samples will be removed from the sample apparatus during drilling operations. ENGINEER will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to soils laboratory.

Drilling services will also include a 24-hour water level reading at each boring location where applicable. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If there is not enough soil cuttings available, alternate fill will be used to backfill the completed boreholes.

This proposal ***does not*** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

II. Geotechnical Laboratory Testing Services (GEO - Test)

The ENGINEER will perform Geotechnical Laboratory Testing on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plastic Limit and Plasticity Index test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material and coarse grained material.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Particle Size (Sieve) Analysis with Hydrometer (ASTM D422)
This procedure will aid in determining the complete gradation (full gradation curve) of a soil sample including hydrometer for tail-end portion of gradation curve.

(5) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)
This procedure will identify the soluble sulfate content of soil by using the colorimetric method. The results of this procedure will be utilized to determine whether or not the subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed.

(6) Lime Series Testing (Tex-121-E)

This procedure involves establishing a relationship between plasticity of soils, percentage lime and pH through the addition of hydrated lime at predetermined proportions. Results of this test will determine the required percent lime treatment for pavement subgrade.

III. Geotechnical Engineering Services (GEO – Eng)

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in a written engineering report (three (3) copies), which will be prepared by the ENGINEER. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering analyses/recommendations for:

- Structural Evaluation of Borings / Calculation of Shear Strength / Soil Profiles
- Allowable Bearing Capacity (Shallow Foundations)
- Potential Vertical Rise (Heave) Analysis (PVR)
- Shallow Foundation Analysis & Recommendations (WRI, PTI, Modulus)
- Pavement Structure Analysis & Recommendations (Parking Lot Area)
- Construction Recommendations based on Geotechnical Investigation/Analyses

Report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project.

EXHIBIT "C"
PROJECT SCHEDULE
WA #3 - Geotechnical Services for HC Pct. 2 - Boys Girls Club Aquatics Park Projects

Function Code 110 ~ Geotchnical Services

	2015											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
HC Pct. 2 - Boys & Girls Club & Aquatics Park Projects (GEO)												
Geotechnical Field Services, Lab Services and Engineering Analysis												

~ Estimated Time for Project Construction = 4 months (All services noted will be provided during the full duration of Construction)
~ Start Date and NTP estimated for July 20, 2015 (Approx. 1 to 1.5 month window will move with NTP date as required)

Schedule

Based on the requested services, we estimate that the drilling operations will take approximately two (2) days to complete (1 day per Project Site). We anticipate that drilling operations can begin within five (5) to seven (7) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site/weather conditions permitting. The report and engineering analyses should be completed within approximately three to four (3 to 4) weeks after completion of the drilling operations.

Exhibit D
FEE SCHEDULE

L&G Consulting Engineers, Inc.

Geotechnical Engineering, Report & Summary

L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)

		Hidalgo County Pct. 2 - B&G Club & Aquatics Park Projects ***Client: Hidalgo County Pct. 2***	MANHOURS					
			Senior Project Manager	Senior Geotechnical Engineer	Design Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
	1	Structural Evaluation of Borings / Calc. Shear Strength Models / Soil Profiles			4			4
	2	Allowable Bearing Capacity Analysis (Shallow Foundations)			4			4
	3	Potential Vertical Rise (Heave) Analysis (PVR)			4			4
	4	Shallow Foundation Analysis & Recommendations (WRI, PTI, Modulus)			8			8
	5	Pavement Structure Analysis & Recommendations (Parking Lot Area/Drives)			4			4
	6	Construction Recommendations based on Geotechncial Investigation/Analyses			4			4
	7	Geotechnical Report (Including Soil Survey/Geog./All Analyses)	4	8	24	12	6	54
	8	Meetings/Coordination	6	4	4		2	16
		Subtotal	**10**	**12**	**56**	**12**	**8**	**98**
Labor Hours			**10**	**12**	**56**	**12**	**8**	**98**
Hourly Base Rates			$ 70.00	$ 58.00	$ 43.00	$ 22.00	$ 20.00	
Direct Salary Cost			$ 700.00	$ 696.00	$ 2,408.00	$ 264.00	$ 160.00	
Contract Rate w/ Audited Overhead Rate of 178.12% & 12% Profit			$ 218.04	$ 180.66	$ 133.94	$ 68.53	$ 62.30	
Total Labor Costs			**$ 2,180.40**	**$ 2,167.92**	**$ 7,500.64**	**$ 822.36**	**$ 498.40**	**$ 13,169.72**

LINE ITEM EXPENSES

Printing Reproduction (Estimated 6 Reports x 30 Pages per Report x $1.00 per Page)	$ 180.00
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	$ 12,635.44
** - (Please see page 2, for detailed estimates of testing)*	
Total Expenses	**$ 12,815.44**

Sub-Total (Proj, 1 - Boys & Girls Club)	$ 12,992.58
Sub-Total (Proj, 2 - Aquatics Center)	$ 12,992.58
L&G Total Cost (Grand Total)	**$ 25,985.16**

L&G Consulting Engineers, Inc.

Exhibit D - Cost Proposal
Geotechnical Field and Laboratory Services
Hidalgo County Pct. 2 - B&G Club & Aquatics Park Projects
Prepared for Hidalgo County Pct. 2

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Project Engineer (Staff)		Hours			$ -
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	**4**	**$ 52.95**	**$ 211.80**
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	**120**	**$ 0.55**	**$ 66.00**
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	**2**	**$ 441.66**	**$ 883.32**
B	Field Exploration					
	1a. ASTM Drill & SPT/Tube Sampling (SS)		Feet	**120**	**$ 31.08**	**$ 3,729.60**
	1b. ASTM Drill & SPT/Tube Sampling (Mud)		Feet			$ -
	2. TxDOT TCP Field Test (BL/ft)		Ea.			
	3. Field Logger / Engineering Tech		Hour	**20**	**$ 52.95**	**$ 1,059.00**
	4. 24 Hr. Water Level Observations		Hour	**4**	**$ 52.95**	**$ 211.80**
	5. Piezometers		Each			$ -
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	**120**	**$ 1.65**	**$ 198.00**
	7. Vehicle Charge		Mile	**240**	**$ 0.55**	**$ 132.00**
C	Miscellaneous Field Services					
IV.	**Engineering Data Analysis / Report**					
	1. Staff Engineer		Hours			
	2. Engineer III (Soil Classification)		Hours	**3**	**$ 133.94**	**$ 401.82**
	3. Engineer III (Logs & Summaries)		Hours	**3**	**$ 133.94**	**$ 401.82**
	4. Moisture Content		Ea.	**48**	**$ 10.55**	**$ 506.40**
	5. Atterberg Limits		Ea.	**24**	**$ 79.66**	**$ 1,911.84**
	6. -200 Determination		Ea.	**20**	**$ 66.47**	**$ 1,329.40**
	7. Sieve Analysis (w/ Hydrometers)		Ea.	**4**	**$ 95.76**	**$ 383.04**
	8. UC Testing (w/ Unit Weight)		Ea.			$ -
	9. Consolidation Testing		Ea.			$ -
	10. Dry Unit Weight		Ea.			$ -
	11. Soils Sulfate Content		Ea.	**2**	**$ 86.40**	**$ 172.80**
	12. Determination of Soil pH		Ea.			$ -
	13. Lime Series Testing (5 Pt.)		Ea.	**2**	**$ 518.40**	**$ 1,036.80**
	Project Sub-Total (Geo Field and Lab)					**$ 12,635.44**

AI-50330 **Purchasing Department** **15. C. 2.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

A. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $35,011.16) as submitted by project engineer L&G Engineering for engineering services for "a Feasibility Study on the Boys & Girls Club and Aquatics Park/Natatorium"located within Hidalgo County Precinct 2 through Contract No. C-15-097-03-17.
B. Requesting approval to utilize a subconsultant for Work Auth #2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-4XX-00-122-XXX-0-334

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

BUDGETARY IMPACT:

work authorization will be funded pending approval of AI#50332 on the agenda of 7/7/15;

also refer to AI-50331

Attachments

WA2
letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/02/2015 11:44 AM
Budget & Management	Damaris San Miguel	07/02/2015 11:50 AM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Erika Zamora		Started On: 07/01/2015 05:46 PM
Final Approval Date: 07/02/2015		

L&G Consulting Engineers, Inc.

July 1, 2015

Mr. Armando Garza, Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization #2 – Hid. Co. Pct. 2 – Boys & Girls Club & Aquatics Park/Natatorium Projects

Dear Ms. Zamora,

Attached for your review and approval is Work Authorization #2 to the On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" Contract with Hidalgo County Precinct No. 2. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

Attachments: Work Authorization #2

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-097-03-17

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, professional engineers of Mercedes Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "Engineer" to provide Feasibility Studies on the Boys & Girls Club and Aquatics Park/Natatorium located within Hidalgo County Precinct 2.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$35,011.16**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _4_ of the Agreement.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 2.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT "B-1"

Services to be Provided by the Engineer

PROJECT INFO:

- **Project Name:** **Boys & Girls Club and Aquatics Park/Natatorium**
- **Project Limits:** **Hidalgo County Precinct 2**

GENERAL SCOPE OF WORK:

The work to be performed by the **Engineer** under this Work Authorization shall consist of providing Engineering Services required for Feasibility Studies on the Boys & Girls Club and Aquatics Park/Natatorium in Hidalgo County Precinct 2 hereinafter denoted as the **Projects**.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the **County**".

Specific activities to be performed by the **Engineer,** as generally outlined in the Contract, include the following:

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
YES	NO	Meetings, Coordination & Support for Project Development

The **Engineer** shall provide coordination services and shall assist in meetings and workshops with all affected parties. The **Engineer** shall serve as representative for the **County** in coordination items. The **Engineer** shall coordinate with the **County's** staff on all **Project** related items.

THE WARREN GROUP ARCHITECTS, INC.
1801 South 2nd Street, Ste. 330 McAllen, TX 78503

June 24, 2015

Mr. Jacinto Garza, P.E.
Attn: Reza Badiozzamani, P.E.
L&G Engineering
2100 West Expressway 83
Mercedes, Texas 78570
Phone: 956.565.9813

Re: HIDALGO COUNTY, PRECINCT 2 - BOYS AND GIRLS CLUB
FEASIBILITY STUDY PROFESSIONAL SERVICES PROPOSAL

Dear Mr. Garza:

Our team greatly appreciates the continued opportunity in working with you. As requested, following is our proposal of services for the proposed Boys and Girls Club project to be located in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

UNDERSTANDINGS AND ASSUMPTIONS:

- Based on the floor plan provided; the project is approximately 14,450 S.F.
- The Site and size for this project is to be determined.
- The Facility will be designed to follow the program indicated on the provided floor plan.
- Out team will review, and draw the facility to be compliant to all applicable current Building, Life Safety, ADA-TAS codes and City Ordinances.
- Hidalgo County, Precinct 2, will provide our team a copy of the plat to include meets and bounds and utility survey.
- The Feasibility study will include:
  - Conceptual Site Plan with suggested landscaping for pricing purposes.
  - Floor Plan
  - Exterior Elevations
  - Project Summary
  - Outline Specifications
  - Opinion of Probable Costs.
- This proposal includes Architectural design services.
- This proposal excludes Civil, Structural, Mechanical, Electrical, Plumbing design services.
- This proposal includes way finding design (signage) plans.
- Our team will provide as part of this base fee proposal up to two (2) Plan revisions.
- This proposal excludes Geo-technical Engineering-Soil testing services.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

FEASIBILTY STUDY: Stipulated sum fee of $ 12,500
Rendered Site Plan
Floor Plans of amenities
Area Tabulations
Preliminary Code Review
Elevation Concepts
Tri-dimensional Color rendering

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project will be provided to Owner. Our team will meet with the Hidalgo County, Precinct 2 Representatives to review the preliminary plan and based on Owner comments prepare revisions to the floor plan of the proposed Boys and Girls Club Facility. Our team will also provide a color rendering of the exterior elevation for Hidalgo County, Precinct 2 use, after floor plan and elevations have been approved, we will then prepare an Opinion of Probable Cost and submit for Owner's review and approval. If adjustments need to be made to fit the budget, we will revise the plans as part of the basic service.

DESIGN DEVELOPMENT: Under Separate Proposal

Based on the approved schematic design and review meetings to be held with the Owner, The Warren Group will prepare a design development CADD package to be used for preliminary pricing of the project. This package will include detailed building elevations; typical building sections, dimensioned building floor plan, site plan, preliminary Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Hidalgo County, Precinct 2. We will submit this package for the Hidalgo County, Precinct 2 review and provide an opinion of probable cost of the project. If design adjustments need to be made to meet the budget objectives, the Consultant will provide revisions to this package upon request by the Hidalgo County, Precinct 2. The consultant will also provide the Architectural Site Plan and progress Civil engineering plans to the Hidalgo County, precinct 2 Authorized representatives. We will coordinate a plan review meeting with all applicable Building Departments.

CONSTRUCTION DOCUMENTS: Under Separate Proposal

Based on approved design development drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project. The plans shall be submitted based on 30%, 60%, 90%, and 100% completion. Upon the submittal of the 90% completion our team will submit an opinion of probable cost of the project. In addition at 90% the plans and specifications shall be submitted to the state contract architect/engineer to ensure compliance to the State requirements. The construction documents will include the following:

Architectural, Civil, Structural, and MEP engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

Structural engineering documents will include slab-on-grade foundation, framing plans, structural plans and associated foundation and framing details based on geotechnical soils report, The Warren Group will assist the Owner in obtaining proposals for Owner direct vendors or consultants if requested on an additional hourly fee basis. Please note: No additional services will be provided without the prior written consent from the Hidalgo County, Precinct 2.

BIDDING: Under Separate Proposal

Our team will provide digital plans and specifications of project ready for advertisement. We will attend a Pre-Bid conference and issue addendums addressing any questions that contractors may have. Also, Our team will attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

CONSTRUCTION PHASE: Under Separate Proposal

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction
- Review contractor's monthly construction estimates and provide recommendation of payment
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders
- Review and evaluate shop drawings
- Review and evaluate materials and performance tests
- Conduct a substantial complete inspection
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project
- Provide "As-Built" drawings of the final project

ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: NO ADDITIONAL SERVICES ARE PROVIDED UNLESS APPROVED IN WRITING BY HIDALGO COUNTY, PRECINCT 2 AUTHORIZED REPRESENTATIVES:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.

HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	$200.00
Engineer and Associate	$150.00
Intern Architect	$90.00
Technical Assistant	$65.00
Clerical	$30.00

REIMBURSABLE EXPENSES:

All reimbursable expenses associated with these services shall be invoiced as they are incurred at 1.10 times the actual cost. These expenses are in addition to the Architectural fees associated with the services performed. Such expenses may be travel expense, mileage (.505/mile), computer plotting, printing, photographs, reproduction work, photocopies, postage, delivery, long distance telephone calls, facsimile transmissions, parking, Engineering Consultants fees, etc.

In House Plot/Print Rates:

Computer Plots

Large scale prints -	30"x42" Black & white laser copies	$ 7.00/each
	30"x42" Original color prints	$ 45.00/each
	24" x 36" Black & white laser copies	$ 3.50/each
	24" x 36" Original color prints	$ 30.00/each
	11"x17" Original color prints	$ 15.00/each
	11"x17" Black & white prints	$ 3.00/each

THE WARREN GROUP ARCHITECTS, INC.
1801 South 2nd Street, Ste. 330 McAllen, TX 78503

June 24, 2015

Mr. Jacinto Garza, P.E.
Attn: Reza Badiozzamani, P.E.
L&G Engineering
2100 West Expressway 83
Mercedes, Texas 78570
Phone: 956.565.9813

Re: HIDALGO COUNTY, PRECINCT 2 – AQUATICS PARK / NATATORIUM
FEASIBILITY STUDY PROFESSIONAL SERVICES PROPOSAL

Dear Mr. Garza:

Our team greatly appreciates the continued opportunity in working with you. As requested, following is our proposal of services for the proposed Natatorium project to be located in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

UNDERSTANDINGS AND ASSUMPTIONS:

- Based on the Natatorium profile discussed and identified at Banworth Park in Mission Texas. The Proposed facility size is approximately 12,000 S.F.

- The Site and size for this project has been determined and will be provided to our team.
- The Facility will be designed to follow the approximately $3'000,000 Banworth Park Facility Natatorium in Mission Texas.
- Our team will coordinate with L&G Engineering for the Geo-technical testing findings.
- L& G Engineering will provide our team with an Opinion of Probable costs for soil improvement and compaction for the proposed pool and lap pool.
- Out team will review, and draw the facility to be compliant to all applicable current Building, Life Safety, ADA-TAS codes and City Ordinances.
- Hidalgo County, Precinct 2, will provide our team a copy of the plat to include meets and bounds and utility survey.
- The Feasibility study will include:
  - Conceptual Site Plan with suggested landscaping for pricing purposes.
  - Floor Plan
  - Exterior Elevations
  - Project Summary
  - Outline Specifications
  - Opinion of Probable Costs.
- This proposal includes Architectural design services.
- This proposal excludes Civil, Structural, Mechanical, Electrical, Plumbing design services.
- This proposal includes way finding design (signage) plans.
- Our team will provide as part of this base fee proposal up to two (2) Plan revisions.

- This proposal excludes Geo-technical Engineering-Soil testing services. These are to be provided by L&G Engineering under Hidalgo County, Precinct 2 separate contract.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

FEASIBILTY STUDY: Stipulated sum fee of $ 12,500

Rendered Site Plan
Floor Plans of amenities
Area Tabulations
Preliminary Code Review
Elevation Concepts
Tri-dimensional Color Rendering
Opinion of Probable Costs

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project will be provided to Owner. Our team will meet with the Hidalgo County, Precinct 2 Representatives to review the preliminary plan and based on Owner comments prepare revisions to the floor plan of the proposed Aquatics Park-Natatorium. Our team will also provide a color rendering of the exterior elevation for Hidalgo County, Precinct 2 use, after floor plan and elevations have been approved, we will then prepare an Opinion of Probable Cost and submit for Owner's review and approval. If adjustments need to be made to fit the budget, we will revise the plans as part of the basic service.

DESIGN DEVELOPMENT: Under Separate Proposal

Based on the approved schematic design and review meetings to be held with the Owner, The Warren Group will prepare a design development CADD package to be used for preliminary pricing of the project. This package will include detailed building elevations; typical building sections, dimensioned building floor plan, site plan, preliminary Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Hidalgo County, Precinct 2. We will submit this package for the Hidalgo County, Precinct 2 review and provide an opinion of probable cost of the project. If design adjustments need to be made to meet the budget objectives, the Consultant will provide revisions to this package upon request by the Hidalgo County, Precinct 2. The consultant will also provide the Architectural Site Plan and progress Civil engineering plans to the Hidalgo County, Precinct 2, Authorized Representatives. We will coordinate a plan review meeting with all applicable Building Departments.

CONSTRUCTION DOCUMENTS: Under Separate Proposal

Based on approved design development drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project. The plans shall be submitted based on 30%, 60%, 90%, and 100% completion. Upon the submittal of the 90% completion our team will submit an opinion of probable cost of the project. In addition at 90% the plans and specifications shall be submitted to the state contract architect/engineer to ensure compliance to the Federal and State requirements.
The construction documents will include the following:

Architectural, Civil, Structural, and MEP engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

Structural engineering documents will include slab-on-grade foundation, framing plans, structural plans and associated foundation and framing details based on geotechnical soils report, The Warren Group will assist the Owner in obtaining proposals for Owner direct vendors or consultants if requested on an additional hourly fee basis. Please note: No additional services will be provided without the prior written consent from Hidalgo County, Precinct 2.

BIDDING: Under Separate Proposal

Our team will provide digital plans and specifications of project ready for advertisement. We will attend a Pre-Bid conference and issue addendums addressing any questions that contractors may have. Also, Our team will attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

CONSTRUCTION PHASE: Under Separate Proposal

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Provide periodic site visits during construction
- Review contractor's monthly construction estimates and provide recommendation of payment
- Review Requests for Information (RFI)
- Review field alterations, prepare change orders
- Review and evaluate shop drawings
- Review and evaluate materials and performance tests
- Conduct a substantial complete inspection
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project
- Provide "As-Built" drawings of the final project

ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: NO ADDITIONAL SERVICES ARE PROVIDED UNLESS APPROVED IN WRITING BY HIDALGO COUNTY, PRECINCT 2 AUTHORIZED REPRESENTATIVES:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.

HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	$200.00
Engineer and Associate	$150.00
Intern Architect	$90.00
Technical Assistant	$65.00
Clerical	$30.00

REIMBURSABLE EXPENSES:

All reimbursable expenses associated with these services shall be invoiced as they are incurred at 1.10 times the actual cost. These expenses are in addition to the Architectural fees associated with the services performed. Such expenses may be travel expense, mileage (.505/mile), computer plotting, printing, photographs, reproduction work, photocopies, postage, delivery, long distance telephone calls, facsimile transmissions, parking, Engineering Consultants fees, etc.

EXHIBIT "C"
PROJECT SCHEDULE
On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"

Function Code 102 ~ Feasibility Studies on Boys and Girls Club and Aquatics Park/Natatorium

	2015											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
HC Pct 2 - Boys & Girls Club & Aquatics Park/Natatorium Projects												
Feasability Studies for Boys & Girls Club												
Feasability Studies for Aquatics Park/Natatorium												

EXHIBIT D
FEE PROPOSAL

Function Code 102 ~ Feasibility Studies on Boys Girls Club and Aquatics Park/Natatorium

		MANHOURS							
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	CADD Operator	Admin / Clerical	L&G TOTAL HOURS	Sub-Contract Amounts
FC 102 ~ Feasibility Studies									
	Boys and Girls Club								
1	Coordination & Support to Architect's Plans, Tabulations, Code Reviews, Elevations and Renderings	4	8				4	16	
2	SUB: The Warren Group Architects, Inc. - Rendered Site Plan, Floor Plans, Area Tabulations, Prelim Code Review, Elevations, Color Rendering								$12,500.00
	Aquatics Park / Natatorium								
1	Coordination & Support to Architect's Plans, Tabulations, Code Reviews, Elevations and Renderings	4	8				4	16	
2	SUB: The Warren Group Architects, Inc. - Rendered Site Plan, Floor Plans, Area Tabulations, Prelim Code Review, Elevations, Color Rendering								$12,500.00
1	Meetings & Coordination w/ Pct. #2 Staff on Project Development Activities	12	6	6			6	30	
Subtotal Hours		**20**	**22**	**6**	**0**	**0**	**14**	**62**	
Hourly Base Rate		$ 70.00	$ 58.00	$ 43.00	$ 30.00	$ 22.00	$ 20.00		
FY 15 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)		$ 218.04	$ 180.66	$ 133.94	$ 93.45	$ 68.53	$ 62.30		
Total Labor Costs		**$ 4,360.80**	**$ 3,974.52**	**$ 803.64**	**$ -**	**$ -**	**$ 872.20**	**$ 10,011.16**	**$25,000.00**

Sub-Consultants
The Warren Group Architects, Inc.

Cost Proposal
$25,000.00 (See Page 2 through 5 of 5 for details)

Sub-Total (Proj. 1 - Boys & Girls Club)	**$ 17,505.58**
Sub-Total (Proj. 2 - Aquatics Park)	**$ 17,505.58**
Grand Total	**$ 35,011.16**

THE WARREN GROUP ARCHITECTS, INC.
1801 South 2nd Street, Ste. 330 McAllen, TX 78503

June 24, 2015

Mr. Jacinto Garza, P.E.
Attn: Reza Badiozzamani, P.E.
L&G Engineering
2100 West Expressway 83
Mercedes, Texas 78570
Phone: 956.565.9813

Re: HIDALGO COUNTY, PRECINCT 2 - BOYS AND GIRLS CLUB
FEASIBILITY STUDY PROFESSIONAL SERVICES PROPOSAL

Dear Mr. Garza:

Our team greatly appreciates the continued opportunity in working with you. As requested, following is our proposal of services for the proposed Boys and Girls Club project to be located in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

UNDERSTANDINGS AND ASSUMPTIONS:

- Based on the floor plan provided; the project is approximately 14,450 S.F.
- The Site and size for this project is to be determined.
- The Facility will be designed to follow the program indicated on the provided floor plan.
- Out team will review, and draw the facility to be compliant to all applicable current Building, Life Safety, ADA-TAS codes and City Ordinances.
- Hidalgo County, Precinct 2, will provide our team a copy of the plat to include meets and bounds and utility survey.
- The Feasibility study will include:
  - Conceptual Site Plan with suggested landscaping for pricing purposes.
  - Floor Plan
  - Exterior Elevations
  - Project Summary
  - Outline Specifications
  - Opinion of Probable Costs.
- This proposal includes Architectural design services.
- This proposal excludes Civil, Structural, Mechanical, Electrical, Plumbing design services.
- This proposal includes way finding design (signage) plans.
- Our team will provide as part of this base fee proposal up to two (2) Plan revisions.
- This proposal excludes Geo-technical Engineering-Soil testing services.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

Exhibit D

FEASIBILTY STUDY:	Stipulated sum fee of $ 12,500 Rendered Site Plan Floor Plans of amenities Area Tabulations Preliminary Code Review Elevation Concepts Tri-dimensional Color rendering

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project will be provided to Owner. Our team will meet with the Hidalgo County, Precinct 2 Representatives to review the preliminary plan and based on Owner comments prepare revisions to the floor plan of the proposed Boys and Girls Club Facility. Our team will also provide a color rendering of the exterior elevation for Hidalgo County, Precinct 2 use, after floor plan and elevations have been approved, we will then prepare an Opinion of Probable Cost and submit for Owner's review and approval. If adjustments need to be made to fit the budget, we will revise the plans as part of the basic service.

DESIGN DEVELOPMENT: Under Separate Proposal

Based on the approved schematic design and review meetings to be held with the Owner, The Warren Group will prepare a design development CADD package to be used for preliminary pricing of the project. This package will include detailed building elevations; typical building sections, dimensioned building floor plan, site plan, preliminary Structural and MEP drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Hidalgo County, Precinct 2. We will submit this package for the Hidalgo County, Precinct 2 review and provide an opinion of probable cost of the project. If design adjustments need to be made to meet the budget objectives, the Consultant will provide revisions to this package upon request by the Hidalgo County, Precinct 2. The consultant will also provide the Architectural Site Plan and progress Civil engineering plans to the Hidalgo County, precinct 2 Authorized representatives. We will coordinate a plan review meeting with all applicable Building Departments.

CONSTRUCTION DOCUMENTS: Under Separate Proposal

Based on approved design development drawings, The Warren Group will prepare construction documents for the project as required for the permitting and construction of the project. The plans shall be submitted based on 30%, 60%, 90%, and 100% completion. Upon the submittal of the 90% completion our team will submit an opinion of probable cost of the project. In addition at 90% the plans and specifications shall be submitted to the state contract architect/engineer to ensure compliance to the State requirements. The construction documents will include the following:

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Our team will provide digital plans and specifications of project ready for advertisement. We will attend a Pre-Bid conference and issue addendums addressing any questions that contractors may have. Also, Our team will attend the bid opening, research lowest bidder's qualifications and references and provide a letter of recommendation of the qualified bidder.

THE WARREN GROUP ARCHITECTS, INC.
1801 South 2nd Street, Ste. 330 McAllen, TX 78503

June 24, 2015

Mr. Jacinto Garza, P.E.
Attn: Reza Badiozzamani, P.E.
L&G Engineering
2100 West Expressway 83
Mercedes, Texas 78570
Phone: 956.565.9813

Re: HIDALGO COUNTY, PRECINCT 2 – AQUATICS PARK / NATATORIUM
FEASIBILITY STUDY PROFESSIONAL SERVICES PROPOSAL

Dear Mr. Garza:

Our team greatly appreciates the continued opportunity in working with you. As requested, following is our proposal of services for the proposed Natatorium project to be located in Pharr, Texas. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

UNDERSTANDINGS AND ASSUMPTIONS:

- Based on the Natatorium profile discussed and identified at Banworth Park in Mission Texas. The Proposed facility size is approximately 12,000 S.F.

- The Site and size for this project has been determined and will be provided to our team.
- The Facility will be designed to follow the approximately $3'000,000 Banworth Park Facility Natatorium in Mission Texas.
- Our team will coordinate with L&G Engineering for the Geo-technical testing findings.
- L& G Engineering will provide our team with an Opinion of Probable costs for soil improvement and compaction for the proposed pool and lap pool.
- Out team will review, and draw the facility to be compliant to all applicable current Building, Life Safety, ADA-TAS codes and City Ordinances.
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We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

FEASIBILTY STUDY:	Stipulated sum fee of $ 12,500 Rendered Site Plan Floor Plans of amenities Area Tabulations Preliminary Code Review Elevation Concepts Tri-dimensional Color Rendering Opinion of Probable Costs

Based on Architect provided property survey and project information, a preliminary floor/site plan of the project will be provided to Owner. Our team will meet with the Hidalgo County, Precinct 2 Representatives to review the preliminary plan and based on Owner comments prepare revisions to the floor plan of the proposed Aquatics Park-Natatorium. Our team will also provide a color rendering of the exterior elevation for Hidalgo County, Precinct 2 use, after floor plan and elevations have been approved, we will then prepare an Opinion of Probable Cost and submit for Owner's review and approval. If adjustments need to be made to fit the budget, we will revise the plans as part of the basic service.

DESIGN DEVELOPMENT: Under Separate Proposal

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Architectural, Civil, Structural, and MEP engineering plans and specifications for the purpose of final pricing, permitting and construction of the project.

Structural engineering documents will include slab-on-grade foundation, framing plans, structural plans and associated foundation and framing details based on geotechnical soils report, The Warren Group will assist the Owner in obtaining proposals for Owner direct vendors or consultants if requested on an additional hourly fee basis. Please note: No additional services will be provided without the prior written consent from Hidalgo County, Precinct 2.

L&G Consulting Engineers, Inc.

July 1, 2015

Hon. Eddie Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Project Feasibility Studies
On-Call Services Contract No. 15-097-03-17

Dear Commissioner Cantu:

We understand that there are new projects that Hidalgo County Precinct 2 is investing in and that the County is in need of feasibility studies on these projects. We are aware that architectural services are being required within the boundaries of these feasibility studies and are thus requesting permission to supplement our team with an architect, namely The Warren Group Architects, Inc., as a sub-consultant under L&G Engineering.

Sub-Consultant:
Architect:
Ms. Laura Warren
The Warren Group Architects, Inc.
1801 South 2nd Street, Ste 330
McAllen, Texas 78503
Phone (956)-994-1900

This work will be provided under Work Authorization No. 2 of the above referenced Contract. Please provide written acknowledgment and confirmation of this request so that we may proceed with the work needed for these projects.

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

AI-50260 **Purchasing Department** **15. D. 1.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to the specifications, presenting a request by Lessor (with concurrence & recommendation from Ms. Norma Longoria, Director of HC-WIC Program) to Amend the newly executed Lease Agreement between RREAL, LLC to reflect the following provisions:
1. Extension of the commencement date of lease from July 1, 2015 to August 1, 2015 [for the occupancy of the building]; and,
2. The expiration date from July 31, 2018 to September 30, 2018 so as to coincide with the funding/fiscal year of the HC-WIC Program.

BACKGROUND

Exhibit "A" Specification #15 gives the lessor 90 days from date of bid award to complete building modifications on a newly constructed building. Contractor states that building will be ready to move in the last week of July allowing WIC staff the opportunity to move in and be ready to open for business on August 01, 2015.

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1292-441-00-350-001-5-441

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

BUDGETARY IMPACT:

No Fiscal Impact - Amendment to to reflect extension of commencement

Attachments

Backup Info for Agenda amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/01/2015 02:43 PM
Budget & Management	Damaris San Miguel	07/01/2015 04:07 PM
Auditor's Office	Monica Badillo	07/02/2015 02:14 PM
Martha Salazar	Marty Salazar	07/02/2015 02:46 PM

Form Started By: Heidi Ortiz Started On: 06/24/2015 11:46 AM

Final Approval Date: 07/02/2015

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: Extension of Contract Date

From : Norma Longoria <norma.longoria@wic.co.hidalgo.tx.us> Wed, Jun 24, 2015 01:18 PM

Subject : RE: Extension of Contract Date

To : Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Heidi,

I agree with the Lessors change in the contract to moving in August 1st. Thank you.

Sent from my T-Mobile 4G LTE Device

-------- Original message --------
From: Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us>
Date:06/24/2015 1:37 PM (GMT-06:00)
To: norma longoria <norma.longoria@wic.co.hidalgo.tx.us>
Cc: Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>
Subject: Extension of Contract Date

Good afternoon:

Please submit a letter recommending that we go with the lessors request that the lease date shall commence on Aug 1 instead of July 1st. If you can get to me as soon as possible I only have until 5 to secure the agenda item.

Thank you.

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: C-15-132-06-02 -LEASE - ALTON WIC

From : Efrain Villarreal <vrangersteel@sbcglobal.net> Tue, Jun 23, 2015 11:05 AM

Subject : Re: C-15-132-06-02 -LEASE - ALTON WIC

To : Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Cc : Norma Longoria <norma.longoria@wic.co.hidalgo.tx.us>, Esmeralda Rodriguez <esmer@reic.ws>

Reply To : Efrain Villarreal <vrangersteel@sbcglobal.net>

To Whom It May Concern,
This email is to clarify the commencement date for Contract No.:C-15-132-06-02. The building suite will be ready to move in by August 1, 2015. The building indoors is newly constructed built to suit required offices and space for WIC business. Construction began as soon as contract was awarded and contractor states that building will available to move in by last week of July 2015, allowing WIC to open for business by Aug. 1st.
Please let me know if we need to sign any document to correct date.
Please feel free to call me if there are any other questions in reference to this contract.

Thank you,
Efrain Villarreal (RREAL LLC LANDLORD)
vrangersteel@sbcglobal.net
956-929-8964

On Monday, June 22, 2015 10:57 AM, Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:

Good morning:

Attached you will find the Inter-Departmental Notice of Award Letter and the fully executed contract. Should you have any questions, please do not hesitate to call me.

Sincerely,

Heidi Garcia Ortiz
--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST **AMENDMENT** to Lease Agreement is made by and between the County Of Hidalgo, Texas and RREAL, L.L.C., effective 7th day of July, 2015:

WHEREAS, on JUNE 02, 2015, Hidalgo County ("Lessee") entered into a Lease Agreement ("Lease Agreement") with RREAL, L.L.C. ("Lessor") in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, Lessor has not completed renovations;

WHEREAS, the parties desire to amend the Lease Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual terms and agreements of this First Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Lessor and Lessee hereby agree to the following amendment to the Lease Agreement:

1. Article 1.1 of the Lease Agreement is amended by deleting the first sentence (...commencing July 01, 2015) and adding the following as the first sentence in Article 1.1:

   1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on August 01, 2015 (as hereinafter defined) and ending on September 30, 2018 (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof.

2. Except as modified herein, all terms and conditions of the Lease Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease Agreement as amended.

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

LESSEE:

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSOR:
RREAL, L.L.C.

_____
Efrain Villarreal, Owner

Approved as to Form:

ATLAS HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-15-132-06-02

THIS LEASE is made and entered into by and between RREAL L.L.C., a Texas Limited Holding Company referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO,** referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specification on the Request for Bid, and a copy of such as Request for Bid Procurement packet and Bid Page is (collectively the "RFB") attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for three (3) years commencing on **July 01, 2015** (as hereinafter defined) and ending on **June 30, 2018** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the 2nd day of June, 2015.

HIDALGO COUNTY

Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 6/2/15

RREAL L.L.C.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: Stephen L. Crain

ATTEST:

Arturo Guajardo Jr., County Clerk

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: First Amendment - Lease of Office Space - WIC

From : Steve Crain <scrain@atlashall.com> Tue, Jun 30, 2015 03:33 PM
Subject : RE: First Amendment - Lease of Office Space - WIC
To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Looks good.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Tuesday, June 30, 2015 4:11 PM
To: Steve Crain
Subject: First Amendment - Lease of Office Space - WIC

Good afternoon Mr. Crain:

Attached, for your review and approval to form, is the first amendment for Lease of Office Space - WIC.

Thank you,

Heidi

AI-50281 **Purchasing Department** **15. E. 1.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated services agreement with vendor, Linebarger Goggan Blair & Sampson, LLP for the provision of "Legal Services-Collection of (Delinquent) Court Fees, Fines and Related Court Costs-Phases I & II Hidalgo County" through project #RFP No. 2015-041-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary expenditure by County. All cost for collection borne by defendant. Potential revenue possible for County.

Attachments

Legal's approval
Acceptance Sheet
Participating Sheet
final contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/02/2015 11:43 AM
Budget & Management	Damaris San Miguel	07/02/2015 11:48 AM
Glinda Pacheco	Glinda Pacheco	07/02/2015 01:26 PM
Purchasing Department	Marty Salazar	07/02/2015 01:32 PM
Budget & Management	Damaris San Miguel	07/02/2015 01:53 PM
Glinda Pacheco	Glinda Pacheco	07/02/2015 02:32 PM
Auditor's Office	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Elena Gomez Started On: 06/29/2015 01:24 PM
Final Approval Date: 07/02/2015

Zimbra **elena.gomez@co.hidalgo.tx.us**

Collection Contract

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Jul 02, 2015 08:26 AM

Subject : Collection Contract 1 attachment

To : 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Elena Gomez' <elena.gomez@co.hidalgo.tx.us>

Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>, 'jonathan almanza' <jonathan.almanza@da.co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Betancourt,

Please see attached final Collection of Fines and Fees Contract. Our office has revised said contract and at this time approve as to the form of the contract. Please let me know if you have any additional questions.

Thank you.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

FEES AND FINES COLLECTION SERVICES CONTRACT.docx
30 KB

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME- Hidalgo County

DESCRIPTION OF BID: - Legal Services for the Collection of (Delinquent) Court Fines & Fees-Hidalgo County

RFP OPENING DATE: MARCH 11, 2015	**RFP OPENING TIME: 9:30 A.M.**
EXTENSION DATE: APRIL 1, 2015	
RFP NO: 2015-041-03-11-MEG	**BUYER: ELENA GOMEZ**

NAME OF COMPANY	Addendum #1	ACKNOWLEDGEMENT RECEIPT
1.Perdue Brandon Felder Collins & Mott, LLP McAllen, Texas	✔	✔
2. Linebarger, Goggan Blair & Sampson, LLP Edinburg, Texas	✔	✔
3.		
4.		
5.		
6.		
7.		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: MARCH 11, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Legal Services for the Collection of (Delinquent) Court Fines & Fees

BID NO: 2015-041-03-11-MEG BUYER: ELENA GOMEZ

	NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1.	Perdue, Brandon, Fielder, Collins and Mott LLP Romero Cantu rcantu@pbfcm.com	Email	Elena Gomez	02/20/15	200 S. 10th Street Suite 1500 McAllen, Texas 78501 956-631-4026 ext 136
2.	Linebarger Goggan Blair & Sampson, LLP Lucy G. Canales, Capital Partner Attn: Tito Salinas titoS@lgbs.com	Email	Elena Gomez	02/20/15	205 South Pin Oak Avenue Edinburg, Texas 78539 956-383-4500
3.	Net Gain Marketing, Inc. Amanda Miller amanda@netgain4results.com	EMR	Elena Gomez	02/24/15	577 Haddon Ave. 2nd flr. PO Box 353 Collingswood, N.J. 08108 P 267-401-4785 F 866-848-9162 TF 877-533-1680 x 708
4.	Seven Out source Christina Miller christina@sevenoutsource.com	Email	Elena Gomez	03/04/15	
5.	Prime Vendor Inc. Bids20@prime-vendor.com	Email	Elena Gomez	03/04/15	4622 Cedar Avenue Bldg. 5 suite 124 Wilmington, NC 28403 800-746-9554
6.	Transworld Systems Brian Brink Brian.brink@transworldsystems.com	Email	Elena Gomez	03/06/15	92 Morningside Dr. Grand Island NY 14072 716-570-6824
7.	Trini Ekens Partner Financial trinae@partners-mo.com	Email	Elena Gomez	03/06/15	1-800-826-1303 ext 211 403 Axminister Ferton, MO> 63026 1-800-926-1303 ext 211 314-681-5156 mobile

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
For
FEES AND FINES COLLECTION SERVICES

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the County of Hidalgo, Texas, acting herein by and through its governing body, hereinafter referred to as "COUNTY", and Linebarger Goggan Blair & Sampson, LLP, hereinafter referred to as "FIRM".

Article 1
Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between COUNTY and the FIRM.

1.02 The COUNTY hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of Art. 103.0031, Texas Code of Criminal Procedure.

Article 2
Scope of Services

2.01 COUNTY agrees to employ FIRM as the successful respondent to the Request for Proposal ("RFP") sought to provide legal services in connection with the collection and enforcement of delinquent fines, fees and court costs more particularly described in the attached Exhibit "A". FIRM agrees to provide specific legal services to enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT pursuant to the terms and conditions described herein, the specifications and requirements attached hereto as Exhibit A and as more fully described in FIRM's response to the Request for Proposal attached herein as Exhibit "B". Such legal services shall include, but not be limited to giving recommendations and legal advice to COUNTY, taking legal enforcement action representing COUNTY, in any dispute or legal challenge over authority to collect such court fees and fines, defending COUNTY in litigation or challenges of its collection authority, and representing COUNTY in collecting its interests in bankruptcy matters as determined by FIRM and COUNTY. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by agreement of all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

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2.02 The COUNTY may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines, fees and court costs that are subject to this AGREEMENT. COUNTY further constitutes and appoints the FIRM as COUNTY's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the COUNTYS's claims.

2.03 Fines, fees and court costs that are subject to collection by and through this AGREEMENT are those that are more than one hundred twenty (120) days past due as of the effective date hereof and those that become more than one hundred twenty (120) days past due during the term hereof that are not the subject of any other similar collection contract with another firm or collection service vendor in force as of the time of the execution of this contract **and** that are "referred" to FIRM by COUNTY. As used in this section, "more than 120 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure Acts 2005, 79th Leg., ch. 1296, § 4, eff. June 18, 2005. The meaning assigned to the phrase "more than 120 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The COUNTY agrees to provide to the FIRM data regarding any fines, fees and court costs that are subject to this AGREEMENT and are "referred" to FIRM by COUNTY. "Referred" cases shall mean any fine and fee that is more than one hundred twenty (120) days past due that the COUNTY specifically transmits through electronic medium and designates for FIRM collection. The COUNTY shall have the right to retain and not "refer" all fines and fees that are more than one hundred twenty (120) days past due. The data for any "referred" cases shall be provided by electronic medium in a file format-as may be agreed upon by the COUNTY and the FIRM and as may be modified from time to time by agreement. The COUNTY shall provide the data to the FIRM not less frequently than monthly, as per the specifications and requirements attached hereto as Exhibit "A".

2.05 COUNTY agrees to only "refer" eligible fines, fees and court costs that are specifically designated and transmitted to FIRM by COUNTY for collection. COUNTY is not required to designate a specific or minimum amount of fines and fees for referral to FIRM.

2.06 The FIRM, in all communications seeking the collection of fines, fees and court costs, shall require that all payments be made directly to the COUNTY at an address designated by the COUNTY.

2.07 The COUNTY shall have the right to retract any referred fine, fee or court cost at any time, so long as no collection has occurred. Further, any matters with post judgment modifications or orders waiving the collection of fines/fees shall be deemed ineligible for third party collection.

2.08 If a fee, fine or court cost that is referred to FIRM by COUNTY is disposed of under Art. 103.0031(d), Texas Code of Criminal Procedure, by the Court of Original Jurisdiction, after a determination is made that the defendant is indigent, or has insufficient resources or income, or

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is otherwise unable to pay all or part of the underlying fine or costs, neither COUNTY nor Defendant is liable for any costs or fees associated with the referral to FIRM.

2.09 The FIRM is only eligible to receive reimbursement for any fine/fee imposed as part of the COUNTY's participation in a SCOFFLAW program and/or the OMNIBASE system after these penalties have become delinquent, according to the terms of this agreement.

2.10 Subject to the exceptions stated herein at Sections 2.07, 2.08 and 2.09, the FIRM'S thirty percent (30%) collection fee shall be allocated from the total amount of fines, fees and court costs collected and not the total amount of cases referred.

Article 3
Compensation

3.01 The COUNTY agrees to pay the FIRM as compensation for the services required hereunder:

a) Thirty (30%) percent of all the fines, fees and court costs subject to the terms of this AGREEMENT that are collected by the COUNTY during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed (as described in Section 2.03 herein); and

b) Zero (0%) percent of all the fines, fees and court costs subject to the terms of this AGREEMENT that are collected by the COUNTY during the term of this AGREEMENT and that were waived and/or modified under Art. 103.0031(d), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense (as described in Section 2.08 herein); and

c) Zero (0%) percent of all eligible fines, fees and court costs subject to the terms of this AGREEMENT that are collected by the COUNTY through their own collection efforts during the term of this AGREEMENT and which are NOT referred to FIRM for collection; and

d) Thirty (30%) percent of the total amount of all other eligible fines, fees and court costs [exclusive of any collection fee assessed by the COUNTY pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT and that are referred to and collected by the FIRM during the term of this AGREEMENT.

3.02 The COUNTY shall pay the FIRM by the thirtieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The COUNTY shall provide an accounting showing all collections for the previous month with the remittance.

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Article 4
Intellectual Property Rights

4.01 The COUNTY recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The COUNTY agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the COUNTY ("COUNTY Information") to update the databases in this proprietary software, and, notwithstanding that COUNTY Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the COUNTY shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the COUNTY shall be entitled to obtain a copy of such data that directly relates to the COUNTY's accounts at any time.

4.02 The FIRM agrees that it will not share of disclose any specific confidential COUNTY Information with any other company, individual, organization or agency, without the prior written consent of the COUNTY, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use COUNTY Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain COUNTY Information. These aggregate statistics are owned by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5
Costs

5.01 The FIRM and COUNTY recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The COUNTY agrees that all such costs shall be billed to the COUNTY or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the COUNTY from the debtor.

5.02 The COUNTY acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The COUNTY agrees that upon the recovery of such costs, the COUNTY will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

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Article 6
Term and Termination

6.01 This AGREEMENT shall be effective_____, 2015 (the "Effective Date") and shall expire on _____, 2018 (the "Expiration Date") unless extended as hereinafter provided. This AGREEMENT may be renewed for an additional one (1) year under the same rates, terms and conditions unless otherwise approved by the County of Hidalgo Commissioner's Court.

COUNTY reserves the right to continue this AGREEMENT under the same fees, terms and conditions for an additional ninety (90) days grace period at the end of the AGREEMENT term due to unforeseen delays in the award of new bid, or the COUNTY'S inability to award new contract.

6.02 Either party may, without cause, terminate this AGREEMENT by giving the other party ninety (90) days written notice of its intent to terminate the AGREEMENT.

6.03 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the COUNTY prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The COUNTY agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.04 The COUNTY agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article when such costs are recovered by or on behalf of the COUNTY, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Article 6 does not constitute any such waiver by the FIRM.

Article 7
Miscellaneous

7.01 *Subcontracting*. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Mediation*. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to mediation.

7.03 *Integration*. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may on be modified in a written amendment, executed by both parties.

DRAFT

7.04 *Representation of Other Governmental Entities*. The COUNTY acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the COUNTY.

7.05 ***INDEMNIFICATION*. FIRM SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISIONS OF THE SERVICE BY FIRM UNDER THIS AGREEMENT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE FIRM, ITS AGENTS OR EMPLOYEES.**

7.06 *Immunities*. Nothing in this AGREEMENT is intended to, and COUNTY does not, hereby waive, release or relinquish any right to assert any of the defenses COUNTY enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to COUNTY as to any claim or action of any person, entity, or individual against COUNTY.

7.07 *Notices*. For purposes of sending any notice under the terms of this contract, all notices from COUNTY shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attn: Lucy G. Canales
205 S. Pin Oak Ave.
Edinburg, Texas 78539

All notices from the FIRM to the COUNTY shall be sent to COUNTY by certified United States mail, or delivered by hand or by courier, and addressed as follows:

County of Hidalgo c/of Ramon Garcia, County Judge
100 E. Cano
Edinburg, Texas 78539

EXECUTED on the _____day of _____, 2015.

County of Hidalgo, Texas	Linebarger, Goggan, Blair & Sampson, LLP
_____	_____
Ramon Garcia, County Judge	Lucy G. Canales, Partner

DRAFT

Approved by Commissioners Court: _____

ATTESTED BY:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney
Ricardo Rodriguez, Jr.

BY: _____
Josephine Ramirez-Solis, Assistant District Attorney

DRAFT

AI-50287 **Closed Session** **16. C.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	06/30/2015 01:29 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 06/30/2015 11:41 AM

Final Approval Date: 07/02/2015

AI-50267 **Closed Session** **16. D.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Magic Valley Electric Cooperative, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/25/2015 09:47 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Aida Alvarez		Started On: 06/25/2015 09:42 AM
Final Approval Date: 07/02/2015		

AI-50269 **Closed Session** **16. E.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Domingo Sierra & Maria Silvia Sierra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2015 04:47 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Aida Alvarez		Started On: 06/25/2015 09:49 AM
Final Approval Date: 07/02/2015		

AI-50288 **Open Session** **18. C.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	06/30/2015 01:29 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM

Form Started By: Monica Badillo Started On: 06/30/2015 11:41 AM

Final Approval Date: 07/02/2015

AI-50268 **Open Session** **18. D.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Magic Valley Electric Cooperative, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/25/2015 09:47 AM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Aida Alvarez		Started On: 06/25/2015 09:44 AM
Final Approval Date: 07/02/2015		

AI-50270 **Open Session** **18. E.**

CC - REGULAR

Meeting Date: 07/07/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Domingo Sierra & Maria Silvia Sierra

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/25/2015 04:47 PM
Purchasing Department	Monica Badillo	07/02/2015 04:55 PM
Form Started By: Aida Alvarez		Started On: 06/25/2015 09:53 AM
Final Approval Date: 07/02/2015		