

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF
UNDERSTANDING BETWEEN
COMMUNITY SERVICE AGENCY AND HIDALGO
COUNTY**

This Memorandum of Understanding is made effective on this the 26th day of May , 2020, between Hidalgo County Community Service Agency (“CSA”) and Hidalgo County (“County”) for the purposes of memorializing the understanding that the County, by and through CSA, shall implement a County Mortgage and Rent Relief Program (“Program”) to assist with expenses associated with provision of economic support in connection with the ongoing COVID-19 public health emergency.

I. TERM

The term of this MOU is effective upon execution and ends on December 30, 2020. The term of this MOU may be extended by written agreement of the parties. This MOU may be terminated by either party without cause, upon thirty (30) days’ prior written notice to the other party.

II. OBJECTIVE

The purpose of this MOU is to document the parties’ understanding and responsibilities with regard to administration of the Program by CSA, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”), the Grant allows a recipient to transfer funds to another unit of government provided that the transfer qualifies as *a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act as outlined in the Guidance*.

III. PARTIES’ AGREEMENTS

The County will provide funds from the CARES Act Relief and outline eligibility criteria to CSA in the Program, attached herein as Exhibit “A”, and incorporated hereto by reference, for the implementation and administration.

CSA agrees to administer the Program within specified eligibility criteria and agrees to establish and maintain all necessary records and reports that may be required, and provide all necessary documentation to ensure expenditures are in compliance of CARES Act Relief Funds eligible uses and County Program guidelines.

IV. FINANCIAL PROVISIONS

The County agrees to provide CSA with Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the implementation and administration of the Program. Any unspent funds by the

end of the term must be returned to the County. To the extent applicable, CSA agrees to comply with all federal procurement requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521.

V. MUTUAL RESPONSIBILITIES

The County and CSA will collaborate and communicate as necessary to successfully manage this agreement and Program. They will work in good faith together to fulfill the purpose of this agreement in assisting residents with economic support due to the ongoing COVID-19 public health emergency.

CSA will allow on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by CSA and those performance goals are being achieved, if applicable. CSA shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, 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 CSA pertaining to this Agreement as it pertains to the use of federal funds.

CSA agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the funds provided and/or this agreement

VI. CONFIDENTIALITY

In the event this collaborative effort requires the mutual sharing of information made confidential by the laws of the State of Texas, information will only be exchanged as allowed by law.

VII. LIABILITIES

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

VIII. MISCELLANEOUS

This MOU may be amended or modified by the consent of both parties at any time during its term. Amendments to this MOU must be in writing and signed by the County and CSA. No change in, addition to, or waiver of any term or condition of this MOU shall be binding either party unless approved in writing by an authorized representative of each party.

Neither party shall assign any right, benefit or duty under this MOU without the other party's prior written consent.

This MOU may be executed in any number of counterparts, including facsimile or scanned/mailed PDF documents. Each such counterpart, facsimile, or scanned/mailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

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.

The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and CSA policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. CSA shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

The parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COMMUNITY SERVICE AGENCY

HIDALGO COUNTY

Jaime Longoria, Director

Richard F. Cortez, County Judge

Date

Date