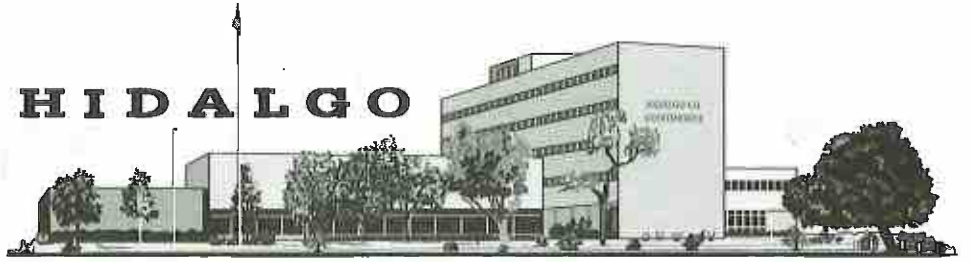


COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

June 15, 2020

The Honorable Richard F. Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:


The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the amount of \$150,000.00 of grant money (100% reimbursement) from KNAPP COMMUNITY CARE FOUNDATION, INC., (KCCF) 2020. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$ 150,000.00

PROJECT NO.
HIDALGO COUNTY PCT1 KCCF-SUNRISE HILL PARK GRANT

CERTIFIED BY:



Maria Arcilia Duran, CPA
Hidalgo County Auditor

6-16-2020

Date

HIDALGO COUNTY DISTRICT JUDGES



Maria Munoz <maria.munoz@auditor.co.hidalgo.tx.us>

Certification of Revenues Request - KCCF Grant

1 message

Yolanda Estrada <yolanda.estrada@co.hidalgo.tx.us>

Mon, Jun 15, 2020 at 4:45 PM

To: Maria Munoz <maria.munoz@auditor.co.hidalgo.tx.us>

Cc: Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Deborah Fischer <deborah.fischer@auditor.co.hidalgo.tx.us>, "saenz-smith, amy" <amy.saenz-smith@co.hidalgo.tx.us>, Patricia Ramos <patricia.ramos@co.hidalgo.tx.us>, "cabezadevaca, jose" <jose.cabezadevaca@co.hidalgo.tx.us>, "balderrama, david" <david.balderrama@co.hidalgo.tx.us>, Arcilia Duran <arcilia.duran@auditor.co.hidalgo.tx.us>

Good afternoon Maria,

Please process a Certification of Revenue in the total amount of \$150,000.00 for the Knapp Community Care Foundation effective 06/15/2020. Attached is the Award letter and Terms and Conditions.

Agenda item AI-76000 will be presented to Commissioners Court requesting acceptance of these funds on June 16, 2020.

If you have any questions or concerns, please contact me.

Respectfully,

Yolanda E. Peralez**Accounts Payable Supervisor II****Office of Commissioner DAVID L FUENTES**

1902 Joe Stephens, Ste. 101

Weslaco, TX 78599

Phone:

(956)968-8733 - **Main Admin Office**(956)973-7800 ext. 1021 - **Direct**<https://www.hidalgocounty.us/pct1>

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion or call (956) 973-7800 Ext. 1008.

 AI-76000 KCCF Grant.pdf
1910K

AI-76000

Precinct #1 20. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 06/16/2020

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Yolanda Peralez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

PCT 1 - Knapp Community Care Foundation Grant

1. Approval to accept Knapp Community Care Foundation Grant, in the amount of \$150,000.00 with authority for County Judge, as authorized official to sign required documents.
2. Approval of certification of revenues, as certified by Co. Auditor in the amount of \$150,000.00 and appropriation of same.

BACKGROUND

08/27/19 - AI-71953 - Approval to apply for Knapp Community Care Foundation grant.

06/09/20 - AI-75865 - Approval to apply for ORLP Texas Parks Wild Life grant. KCCF grant to fund partial cash match for Sunrise Hill Park Project.

Fiscal Impact

Attachments

Grant Award
agreement
letter

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	06/12/2020 05:47 PM
Form Started By:	Yolanda Peralez	Started On: 06/12/2020 04:13 PM
Final Approval Date:	06/12/2020	

February 10, 2020

Commissioner David Fuentes
1902 Joe Stephens Ave.
Weslaco, TX 78596

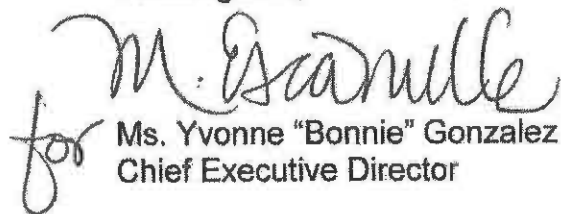
RE: Letter of Award

Dear Commissioner Fuentes,

On behalf of the Knapp Community Care Foundation Board of Directors, I am pleased to inform you that the application for Sunrise Hill Park Project submitted during the 2019 KCCF Funding Cycle, has been approved for funding in the amount of \$150,000.00 for a period of one year.

We will be in contact with you next week to negotiate the agreement and continue the grant award process. If you have any questions before then, please call Ms. Mel Escamilla, Director of Grants and Programs at 956-854-4534.

Best regards,


for Ms. Yvonne "Bonnie" Gonzalez
Chief Executive Director

On behalf of the Knapp Community Care Foundation Board of Directors, I am pleased to inform you that the application for Sunrise Hill Park Project has been approved for funding. Please note that the application was submitted for \$299,936, the actual award is for \$150,000.

If you wish to accept the amended award, please let me know whom I can connect with directly, next week, to continue the award process.

Again, congratulations!

[Quoted text hidden]



Pepe Cabeza de Vaca
Asst. Chief of Staff
Commissioner DAVID FUENTES office
(956) 968.8733

2 attachments



logo low res no white.png
8K

2019 KCCF Online Grant Application

Knapp Community Care Foundation

KCCF Agreement

Project Name

Name of the Project

Character Limit: 100

Date Authorized

Character Limit: 10

Amount Awarded

Character Limit: 20

The undersigned representative of the "Grantee" accepts the grant made by Knapp Community Care Foundation, Inc., a Texas non-profit corporation (the "Foundation") by grant award notification letter dated February 10, 2020, (the "Grant") and in consideration of the Grant, Grantee and the Foundation agree as follows:

Article I - Grant Award*

A. The Grantee is awarded the amount shown above (the "Grant Funds"), to be disbursed in payments as indicated in Exhibit A (the "Budget and Payment Schedule/Key Expectations"). The grant period will be from March 1, 2020 to February 28, 2021 (the "Grant Term"). The Grant is contingent on availability of funding, and grant payments are subject to the terms and conditions of the agreement; additionally, all payments will be subject to demonstrable progress toward Key Expectations, Measurable Time-Specific Goals, Critical Milestones, Outcomes and Performance Targets as outlined in the grant application dated October 4, 2019, and attached hereto as Exhibit B (the "Grant Application"). The determination of whether Grantee has made demonstrable progress shall be solely and exclusively reserved to the Foundation.

B. Grantee will cooperate with the Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to the Grant.

Choices

I Agree To The Above

Article II - Use of Funds*

A. The Grant is for the specific purpose(s) presented in the Grant Application, and monies received under this agreement and any investment income earned by Grantee with respect to such monies, shall be expended for no other purpose(s). Any earnings accruing from the Grant Funds should be credited to the support of the activity being funded and added to the balance of that account.

B. Grantee specifically agrees that no part of the funds will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.

C. Consistent with Executive Order 13244 and the Patriot Act, Grantee represents, warrants and covenants unto the Foundation that no portion of the Grant Funds will be used to support terrorism, or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons associated with terrorists.

D. Grantee understands that under the terms of the Foundation's governing documents, Grantee's purposes are to be fulfilled only within a specific geographical area. Grantee represents, warrants and covenants into the Foundation that Grantee shall only use the Grant Funds within the geographic area set forth in the Grant Application.

E. The Foundation, at its sole option, may terminate a grant in whole or in part, in writing or by withholding payments, or both, at any time if, in the Foundation's judgement there is good cause for any reason, including but not limited to: dissatisfaction with the quality of the Grantee's progress toward achieving the intended outcomes as outlined in the Grant Application; Grantee is incapable of satisfactorily completing, or has ceased to be an appropriate means of accomplishing, the Grant Purpose(s); Grantee's organization dissolves or fails to operate; Grantee materially fails to comply with all terms and conditions included in the Grant Agreement; significant leadership, or other changes occur at Grantee entity that the Foundation believes may threaten the accomplishment of the Grant Purpose(s); or such action is necessary to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to the Grant.

F. If termination occurs prior to the scheduled end date of the Grant Period, the Grantee shall, upon request by the Foundation, provide, to the Foundation a full accounting of the receipt and disbursement of Grant Funds and expenditures incurred under the Grant as of the effective date of termination. Within sixty (60) days after written request by the Foundation, the Grantee shall remit all Grant Funds unexpended as of the effective date of termination.

Choices

I Agree To The Above

Article III - Non Profit Status*

A. Grantee represents and warrants to the Foundation that it is designated as an organization under the Internal Revenue Code, Section 501(c) (3) and 509(a), or Section 170(c) and has timely filed its Form 990s or other tax reports, as may be required by the Internal Revenue Service, and that Grantee is in good standing with the IRS and relevant state and local authorities.

B. Grantee agrees to notify the Foundation immediately, in writing, if (i) Grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe its tax status may be revoked or altered; or (iii) Grantee has reason to believe that the Grant Funds cannot be or continue to be expended for the specified purpose(s). In the event that the Grantee loses its tax exempt status before all Grant Funds are disbursed, the Grant will be considered null and void, and all obligations of the Foundation hereunder will terminate.

C. Grantee certifies the Grant will not jeopardize Grantee's status as a "Public Charity" under Section 509 of the Internal Revenue Code.

Choices

I Agree To The Above

Article IV - Right to Release*

A. The Foundation retains the right to release information regarding the Grant to any public media. Permission is hereby given for Grantee to use (i) any wording contained in this agreement, (ii) the letter of award attached hereto as Exhibit C (the "Letter of Award"), and (iii) the attached "Press Information Sheet" attached hereto as Exhibit D. Any proposed releases for publication or broadcast containing additional information must be approved in writing by the Foundation.

Choices

I Agree To The Above

Article V - Reporting Requirements and Modification(s)*

A. Grantee acknowledges receipt and review of, and agrees to submit periodic reports to the Foundation the progress of the grant project and expenditure of Grant Funds in accordance with the requirements for "Reporting Requirements and Schedule of Reports" attached hereto as Exhibit E. Requests for program or budget modifications should be submitted to the Foundations' Director of Grants and Programs for review and approval. The request should contain the reason for the modification, any additional information necessary to make a decision (such as, unexpended Grant Funds identified and how the Grant Funds will be used, the length of time requested if an extension to the Grant Term is requested). Modification requests must be approved, in writing, by the Foundation before any adjustments are made to the program or budget.

B. Interim and final reports should include a statement of progress toward reaching outcomes, milestones, and performance targets set forth in the Grant Application together with a financial report in a form satisfactory to the Foundation. Grantee acknowledges that failure to submit required reports may result in subsequent disbursements of Grant Funds being withheld and may jeopardize future funding opportunities for Grantee.

C. Grantee is required to provide notice of any change in "Key Individuals" as indicated in the Grant Application. Grantee will consult with the Foundation as to alternative arrangements (including identification of replacement of Key Individual(s)) to accomplish expectations, milestones, outcomes, and performance targets.

Choices

I Agree To The Above

Article VI - Publication(s)*

A. Grantee will submit the manuscript of any proposed publication to the Foundation at least thirty (30) days before publication, and Foundation shall have the right to review and comment upon the publication to protect Foundation's confidential information. Upon Foundation's request, publication will be delayed up to sixty (60) additional days to enable Foundation to secure adequate intellectual property protection of Foundation's property that would be affected by said publication. Grantee further agrees to include disclaimer language suggested below when any Presentation advocates a point of view.

"The opinions in this report are those of the author(s) and do not necessarily reflect the views of Knapp Community Care Foundation."

B. Grantee agrees not to make any oral or written communication to any person which disparages, or has the effect of damaging the reputation of, or otherwise working in any way to the detriment of the Foundation.

C. The Grantee shall provide the Foundation, in a timely manner, copies of all final public communications, regarding the grant, including copies of media coverage.

Choices

I Agree To The Above

Article VII - Right of Data/Material*

Ideas, know-how, data, copyrighted materials, and other intellectual property generated under this project study shall be the sole and exclusive property of the employer of the inventing party. Inventorship shall be determined in accordance with U.S. Patent laws. In the event Grantee develops intellectual property as a result of the work conducted hereunder and during the term of the agreement, Grantee will grant the Foundation an irrevocable, royalty-free, paid up license to use and reproduce materials developed by Grantee for the Foundation's charitable purposes.

Choices

I Agree To The Above

Article VIII - Monitor/Site Visits*

The Foundation will monitor and conduct fiscal and programmatic review evaluations under the Grant, which will include a visit or visits from Foundation personnel to observe Grantee's program, discuss the program with Grantee's personnel and review financial and other records and materials connected with the activities financed by the Grant.

Choices

I Agree To The Above

Article IX - Recordkeeping*

A complete and accurate record of the Grant Funds received and expenses incurred under the Grant must be maintained by the Grantee for at least seven (7) years after all Grant Funds are fully expended. The Foundation may, at its expense and on reasonable notice to the Grantee, audit or have audited, the Grantee's records as they relate to the Grant Funds or the Activities funded by the Grant.

Choices

I Agree To The Above

Article X - Acknowledgements*

A. Grantee hereby acknowledges that it did not provide any goods or services to the Foundation, its officers, directors, or agents in exchange for consideration of the Grant.

B. Grantee hereby acknowledges that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. Grantee further acknowledges that funding for this request does not guarantee future funding beyond the Grant Term.

C. This agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

Choices

I Agree To The Above

Article XI - Acceptance of Terms & Conditions*

A. The grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein and in the Letter of Award. By selecting the "I Accept Grant Terms and Conditions" below Grantee states they are authorized to make legal contracts for Grantee and represents that the Grantee has read, accepts, and agrees to comply with the terms of this agreement, and

agrees to notify all related persons and agencies under the direction of the Grantee to comply with all said terms.

B. All legal proceedings or matters pertaining to the Grant shall be governed by the laws of the State of Texas. Further, any disputes arising hereunder shall be heard in the state or federal courts with subject matter jurisdiction sitting in Hidalgo County, Texas.

Choices

I Accept Grant Terms and Conditions

I Decline Grant Terms and Conditions

Authorized Signature*

The electronic signature on this document of the person authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your agreement to the foregoing terms and conditions by typing in your Name, Title, and Date in the spaces below. You must be an authorized officer of the Grantee duly empowered to make legal contracts for Grantee.

GRANTEE*

Character Limit: 50

Title*

Character Limit: 50

Date*

Character Limit: 10

Press Sheet

Please Click Here to download Exhibit D - Press Sheet.

DATE: June 15, 2020

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2020

Appropriation
AI-76000

PCT1-KCCF-SUNRISE HILL

DEPARTMENT NAME: Department of Budget & Management for PARK GRANT

ACCOUNT NUMBER: 0-1286-452-2X-121-XXX-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416



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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1286-452-2X-121-XXX-0- 740	PCT1-KCCF-SUNRISE HILL PARK GRANT-	IMPROVEMENTS	150,000.00
TOTAL BUDGET INCREASE (DECREASE)			

REASON:

To appropriate funding for the Pct.1 Sunrise Hill Park project.

Missing revenue account

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK