

STATE OF TEXAS §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING DIRECTING COUNTY CARES ACT FUNDS
TO ASSIST WITH FOOD DELIVERY TO RESIDENTS**

THIS AMENDMENT (“Amendment”) TO THE MEMORANDUM OF UNDERSTANDING between the COUNTY OF HIDALGO, TEXAS (“County”) and the FOODBANK RGV (“FOODBANK”), is made and entered effective December 8, 2020, between the County and FOODBANK, collectively referred to as the (“Parties”), and as follows:

WHEREAS, on or about March 27, 2020, the United States Federal Government passed the Coronavirus Aid Relief and Economic Security Act (“CARES Act”), including the Coronavirus Relief Fund (“CRFund”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the County met the population threshold and received a direct distribution of the CRFund to be used for expenditures that were directly related to and incurred as a result of the COVID-19 public health emergency; and

WHEREAS, the Hidalgo County Commissioners Court approved the Memorandum Of Understanding Directing County Cares Act Funds To Assist With Food Delivery To Residents, the agreement (“Agreement”) on or about September 29, 2020, wherein the County entered into an Agreement with the FOODBANK to allow for the disbursement of CRFund monies received by County from the U.S. Department of Treasury; and

WHEREAS, the Parties and their constituents continue to be affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the Parties now desire to amend the Agreement as hereinafter provided to extend the performance period for FOODBANK under the Agreement, and provide additional time to submit final reports and requests for reimbursement;

NOW THEREFORE, for the purposes stated herein, the Parties hereby agree to the following amendments to the Agreement:

1. Section 6 of the MOU/Agreement is amended to allow additional time for FOODBANK to submit requests for reimbursement and supporting documentation, as noted below:

“6. FOODBANK shall deliver a copy of all related supporting expense documentation, Reimbursement Request form (attached hereto and incorporated by reference as **Exhibit “B”**), and the final report of COVID-19 related expenditures to COUNTY no later than **December 11, 2020**, and shall keep the supporting documentation for a minimum of five (5) years.

FOODBANK 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 FOODBANK pertaining to this Agreement as it pertains to the use of federal funds.”

2. Except as modified herein, all terms and conditions of the MOU/Agreement, as amended, remain in full force and effect and the Parties ratify and confirm the terms and provisions of the Agreement as amended.

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

Approved by the Hidalgo County Commissioners Court on December 8, 2020.

FOODBANK

Hidalgo County

Signature

Signature

Richard F. Cortez

Printed Name

Printed Name

County Judge

Title

Title

Date

Date

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney