

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

**AMENDMENT TO THE  
SECOND MEMORANDUM OF UNDERSTANDING DIRECTING COUNTY CARES  
ACT FUNDS TO ASSIST WITH DISTANCE LEARNING**

THIS AMENDMENT (“Amendment”) TO SECOND MEMORANDUM OF UNDERSTANDING DIRECTING COUNTY CARES ACT FUNDS TO ASSIST WITH DISTANCE LEARNING is by and between the **COUNTY OF HIDALGO, TEXAS (“County”)** and the **BOYS AND GIRLS CLUB OF PHARR (“BGC”)**, a Texas non-profit corporation, collectively referred to as the (“Parties”), 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 Second Memorandum of Understanding Directing County Cares Act Funds To Assist With Distance Learning on or about May 11, 2021, wherein the County entered into an said agreement 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 clarify the qualifying period for expenditures that the BGC may submit a final report and requests for reimbursement under the agreement;

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 BGC to submit requests for reimbursement and supporting documentation, as noted below:

“6. BGC shall deliver a copy of all related supporting expense documentation, Reimbursement Request form (attached hereto and incorporated by

reference as **Exhibit “B”**), for expenditures from **January 1, 2021** through **August 31, 2021**, and the final report of COVID-19 related expenditures to COUNTY no later than **August 31, 2021**, and shall keep the supporting documentation for a minimum of five (5) years. BGC 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 BGC 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 November 16, 2021.*

**BGC PHARR**

**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