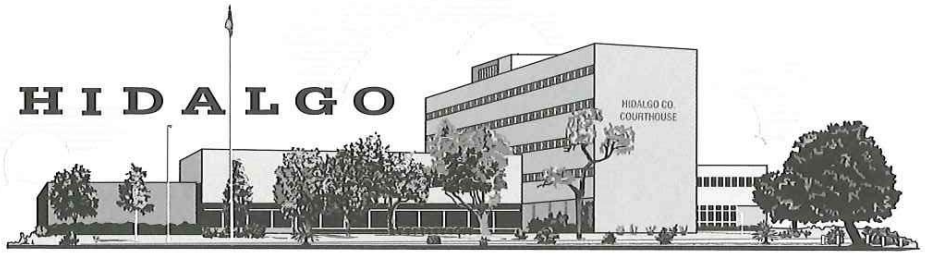


COUNTY of HIDALGO



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

March 22, 2022

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 Everardo Villarreal, 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 \$1,500.00 of grant money from Humanities Texas FY2022 Support Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$ 1,500.00

PROJECT NO.
Humanities Texas Grant#2022-6645
FY2022-Unsinkable, "Voices from the Storm"

CERTIFIED BY:



Maria Arcilia Duran, CPA
Hidalgo County Auditor

03/18/2022

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92 ND D.C.	FERNANDO MANCIAS JUDGE, 93 RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139 TH D.C.	ROSE GUERRA REYNA JUDGE, 206 TH D.C.	MARLA CUELLAR JUDGE, 275 TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 ND D.C.	NOE GONZALEZ JUDGE, 370 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 TH D.C.	L. KENO VASQUEZ JUDGE, 398 TH D.C.	ISRAEL RAMON, JR. JUDGE, 430 TH D.C.	RENEE R. BETANCOURT JUDGE, 449 TH D.C.	JOE RAMIREZ JUDGE, 464 TH D.C.
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OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RICHARD F. CORTEZ
County Judge

MEMORANDUM

TO: Maria Arcilia Duran, CPA, County Auditor

FROM: Isaac Sulemana, Chief Of Staff, Office of County Judge Richard Cortez

DATE: Tuesday, March 15, 2022

RE: Certification of Revenues – Co. Judge’s Office Humanities Texas Grant

CC: Linda Fong, First Assistant County Auditor
Deborah Fischer, Director of Accounting
Minerva Diaz, Grants Accounting Supervisor
Sergio Cruz, Hidalgo County Budget Officer
Ivan Cantu, Budget Analyst III
Laura Matamoros, Director of Economic Development, Co. Judge’s Office
Sandra De Leon, Executive Assistant III, Co. Judge’s Office

Please let this memo serve as a request for a Certificate of Revenues letter from your office in relation to the FY 2022 Humanities Texas Grant award in the amount of \$1500.00

Please be advised that an agenda item to appropriate these funds will be presented in the next Commissioners Court meeting of Tuesday, March 22, 2022.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to contact me.

AI-85090

County Judge's Office 6. B.

CC REGULAR AGENDA REGULAR MTG

Meeting Date: 03/22/2022

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

CAPTION

Co. Judge - FY 2022 Humanities Texas Grant (1286):

1. Approval to accept the FY 2022 Humanities Texas grant award in the amount of \$1,500.00 for the period of April 1, 2022 to May 31, 2022 with authority for County Judge to execute grant agreement and related documents.
2. Discussion, consideration, and approval to enter into a Memorandum of Agreement between the International Museum of Art and Science (IMAS) and Hidalgo County, acting by and through the Hidalgo County Judge's Office for "Unsinkable, Voices from the Storm" wth authority for Co. Judge, as authorized official to execute agreement.
3. Approval of certification of revenues, as certified by the Co. Auditor for the grant award in the amount of \$1,500.00.
4. Approval of appropriation of grant award and cash match in the amount of \$3,000.00.

BACKGROUND

Reference:

AI-84705, CC 2.22.2022, Authorization to apply.

AI-85100, CC 3.22.2022, Interfund Transfer in the amount of \$1,500.00 (50%) to fund county cash match.

Grant No.: 2022-6645

Fiscal Impact

CALENDAR YEAR: 2022

ACCT. #: 2-1286-451-32-110-088-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Appropriation of funds for the FY 2022 (4-1-2022 to 5-31-2022) Humanities Texas Grant award in the amount of \$3,000.00 (grant award of \$1,500.00 & cash match of \$1,500.00), pending COR by Co. Auditor. Grant No.: 2022-6645

Revenue acct #2-1286-331-12-110-088-2-000 CO JUDGE HUMANITIES TX-REVENUE

Transfers In acct #2-1286-391-01-110-088-2-100 TRANSFERS IN-CO JUDGE HUMANITIES TX

Transfers Out acct #2-1100-491-01-110-088-2-286 TRANSFERS OUT-CO JUDGE HUMANITIES TX

Budget Summary:

Grant Amount: \$1,500.00, to fund promotional expenses and cost of exhibit rental

County Cash Match: \$1,500.00, cash match will be used to pay for food, beverage, & recognition plaques for event

In Kind Contribution: \$6,560.00, this amount is the rental fee provided as an in-kind match by IMAS.
Total Estimated Project Cost: \$9,560.00

Attachments

Grant Award Docs
Humanities TX Grant Approp.
IMAS Agreement
Legal Review Email
COR Request Memo-CJ
IMAS Email InKind Value 2.10.22

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/16/2022 04:15 PM
Ivan Cantu	Ivan Cantu	03/17/2022 12:59 PM
Final Approval		
Ivan Cantu	Ivan Cantu	03/18/2022 01:15 PM
Final Approval		
Form Started By: Sandra Deleon		Started On: 03/16/2022 09:18 AM



Humanities Texas

March 10, 2022

Richard F Cortez
Hidalgo County Judge's Office
100 E Cano St
Edinburg, TX 78539-4582

Re: HTx Grant #2022-6645
Unsinkable, "Voices from the Storm"
HTx Grant: \$1,500.00

Dear Richard:

The Board of Directors of Humanities Texas recently reviewed grant applications, including your proposal. I am pleased to inform you that your organization has been awarded a grant in the amount of \$1,500.00.

Please have the appropriate officials sign the grant agreement form; return the signed form to us at your earliest convenience and keep a copy for your records. Your payment will be issued soon after we receive your signed grant agreement. No expenses may be incurred prior to the grant period stated in the grant agreement.

Please see the attached instructions on how to administer your grant. All forms required for the grant's administration are available on our website. If you are not able to access the forms, please contact the Humanities Texas grants staff.

Please note that all publicity and printed or visual materials related to the project must specify the following: "This program is made possible in part by a grant from Humanities Texas, the state affiliate of the National Endowment for the Humanities."

In addition, the Humanities Texas logo is available in multiple file formats from the grants section of our website. We encourage you and your colleagues to include our logo in any print or online materials produced for this project.

We appreciate the time and effort your organization will devote to this humanities project and hope it will be productive and beneficial for everyone involved. Should you have any questions, please contact our grants staff.

Sincerely,

Eric Lupfer
Executive Director

Enclosure

HUMANITIES TEXAS GRANT AGREEMENT FOR MINI-GRANTS

The Hidalgo County Judge's Office (Grantee), hereby accepts a grant in the amount of \$1,500.00 for Project # 2022-6645 which is entitled **Unsinkable, "Voices from the Storm"** from Humanities Texas (hereinafter called HTx). The grantee agrees to provide cost-sharing in the amount of \$8,060.00, either in cash and/or in kind, for the above project. The grant period will extend from 4/1/2022 to 5/31/2022 .

The grantee agrees to administer the project in compliance with the following:

A. Cost Principles

1. The award is contingent upon the availability of funds from the National Endowment for the Humanities.
2. Only those costs set forth in the project budget, as approved by HTx and attached to this agreement, will be charged to this grant.
3. No funds from this grant will be used to pay indirect costs, commonly referred to as overhead.
4. No funds from this grant will be used to pay costs of alcoholic beverages. No funds from this grant will be used to pay for food, except in reimbursement of legitimate travel expenses.
5. Necessary travel expenses will be allowed at a rate not to exceed the current rate listed on the U.S. General Services Administration website at www.gsa.gov for privately owned automobiles and/or \$135 daily expenses for food and lodging. Air travel is allowable at economy or coach rates.
6. No funds from this grant will be used for construction, restoration, equipment purchases, entertainment, social amenities, or on direct political action or planning for direct political actions.
7. HTx is authorized to receive gifts on behalf of grantees under the Gifts and Matching Provisions of the National Endowment for the Humanities.

B. Grant Accounting, Records, and Reports

- 1a. The grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and to provide for such fiscal control as is necessary to assure proper disbursing of, and accounting for, project funds.
- 1b. The grantee certifies that accounts and supporting documentation relating to project expenditures and income will be adequate to permit an accurate and expeditious audit. An audit may be made by HTx, by its designated representative, or by the General Accounting Office of the United States government.
- 1c. The grantee will maintain records and accounts for this project for a period of not less than three years after HTx accepts its final project report.
2. The grantee agrees to maintain records to demonstrate that cost-sharing contributions are not less than the amount indicated above or any revision thereof which is approved in writing by HTx. The grantee further agrees to secure reasonable written proof of the value of these contributions to the project and to maintain such proof in a form that will permit an accurate and expeditious audit.
3. The Budget Summary accompanying this Grant Agreement is considered a part of the agreement.
4. Within ninety days of the termination of the grant period, unless further time is granted by HTx in writing, closing materials are to be submitted to HTx. For mini-grants, these materials must include two completed copies of the Mini-Grant Final Report form and two copies of all publications and/or media projects resulting from the project.

C. Limitations on the Use of Grant Funds

1. Grant funds must be obligated during the grant period. Obligations outstanding as of the official termination date shall be liquidated within thirty days thereafter.
2. Grant funds may only be used for project purposes and activities as set forth in the proposal and budget originally approved by HTx or as subsequently amended and approved in writing by HTx. Written requests for amendments must be submitted and approved prior to significant revisions of the following:
 - a. Changes of project scope, purpose, activities, dates and times, or principal participants.

- b. Changes in the project director or other professional personnel identified in the approved proposal.
 - c. Changes in the project budget which exceed ten percent in any line item, or which eliminate additional or introduce categories of expenditures.
 - d. Changes in duration of the grant period. Such changes must be requested at least 30 days prior to the termination of the grant period.
3. Any funds received that remain uncommitted at the termination of the grant period must be returned with the final financial report by check payable to Humanities Texas.
4. All HTx funds, or properties acquired with HTx funds, that are determined after audit and hearing to have been improperly applied must be returned to HTx.

D. Project Income

1. Grant funds may not be deposited or invested for the purposes of earning interest.
2. Revenue resulting from meals, materials, or sources other than HTx must be applied to the cost of the project and should be reported as "cost-sharing" on the budget form.
3. Any net income earned through project-related activities, including the sale or rental of publications, videotapes, slides, photographic materials, and films, shall be applied to the expenses of the project, deducted from the amount of the grant, or used to reimburse HTx for grant funds previously received. The percentage of net income due to HTx shall equal the percentage of HTx contribution to the total project budget that has been approved by HTx. This provision shall be in effect until HTx grant funds are repaid or until after a period of five years has lapsed since HTx's acceptance of the grantee's final project report.
4. All monies due HTx and any interest earned on these monies must be forwarded to HTx no later than November 30th of each calendar year for income received during the preceding twelve-month period.

E. Collection and Use of Information

1. In cases where the grantee collects information from the public (as by interview or questionnaire) in connection with a project funded through this grant, he or she may not represent or imply that the information is being collected by or for a federal agency.
2. For projects involving public policy or controversial issues, the following disclaimer must be included in all printed programs, brochures, public reports, films, slide programs, photographic materials, and audio and video recordings, or announced at the public program: "Any views, findings conclusions or recommendations expressed in the (publication) (program) (exhibition) (website) do not necessarily represent those of Humanities Texas or the National Endowment for the Humanities."
3. For the purposes of this agreement, the term "media product" shall refer to all media materials produced in the course HTx grant projects. Such materials include, but are not limited to: films, videotapes, audio/slide presentations, audio programs, photographic materials, and printed materials suitable for further programming in the humanities.
4. COPYRIGHT: All media products shall be owned by the grantee and must be copyrighted by the grantee or the originator of the material. However, the United States government and HTx reserve non-exclusive license to use and reproduce, without payment, any publishable matter and/or media product, including copyrighted matter, arising out of grant activities. This reservation includes any speech, talk, discussion, etc. that is in any way part of the programs covered by this agreement and includes the right to use media products on non-commercial cable television.
5. The grantee receiving permission for any replication of materials or media products in any form under this agreement and the project director are jointly and severally responsible for insuring that:
- a. All necessary releases and clearances for the use or publication of speeches, talks, and/or other items involved are obtained from the program speakers, participants, and others involved in the grant project;
 - b. The integrity of the grant program from which the publications and/or media products are produced is preserved and that the materials will not be used in a manner inconsistent with the original objective nature and intent of the grant program; and
 - c. No portion of the products produced with grant funds from HTx may be duplicated or used independently of the entire product without

the written approval of the grantee and HTx.

F. Acknowledgement of Support and Disclaimer

1. All publicity releases, informational brochures, printed programs, and public reports pertaining to the approved grant, as well as all films, slide programs, photographic materials, and audio and video recordings produced under a HTx grant, must include acknowledgement of HTx and NEH support, using the following wording: "THIS PROGRAM IS MADE POSSIBLE IN PART BY A GRANT FROM HUMANITIES TEXAS, THE STATE AFFILIATE OF THE NATIONAL ENDOWMENT FOR THE HUMANITIES." (Also see item E2)

2. The grantee hereby agrees to publicize the project thoroughly in accordance with the plan set forth in the proposal and utilizing suggestions provided by HTx.

G. Eligibility and Nonprofit Status

The grantee certifies that it is constituted for nonprofit purposes and is a private nonprofit organization; an institution of higher education; a state or local governmental entity; a federally recognized Indian tribal government; or an institution of the federal government. If the grantee is a tax-exempt organization under Section 501(c) of the Internal Revenue Code, a copy of the IRS determination must be submitted to HTx with the signed copy of this agreement unless it has been previously submitted.

H. Modifications

No person other than the Executive Director of HTx is authorized to modify any of the terms of this agreement. HTx shall not be liable for any costs incurred by the grantee that are not in conformance with the terms of this agreement.

I. Conditions of the Grant

1. In making this grant HTx does not assume any liability or responsibility for the actions of the grantee in carrying out the purposes of the grant. The grantee shall be responsible for taking appropriate action concerning, and agrees that HTx shall not be responsible for, legal action arising out of the actions of the grantee in carrying out the grant.

2. The grantee agrees that it will not assign its right or obligations under this grant agreement without the written permission of HTx. In the event that such rights are transferred to any other party, the terms of this agreement will remain in effect.

J. General Provisions

The proposal submitted by the grantee, as amended and approved by HTx, is considered a part of this agreement.

K. Non-Compliance

Failure of the grantee to comply promptly with any and all provisions of this grant agreement shall be deemed sufficient cause for it to be terminated. Such termination shall be effective upon receipt by the grantee of written notice from HTx.

L. Non-Discrimination Agreement

It is understood and agreed that any funds granted as a result of this request are to be used for the purposes set forth herein. The undersigned assure Humanities Texas that the conduct of this project will be in compliance with the grant provisions set forth by the National Foundation on the Arts and Humanities Act of 1965 (as amended) and the policies of Humanities Texas. The sponsor certifies that it is a nonprofit organization and assures Humanities Texas that this project will be conducted in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

M. Statement of Certification

STATEMENT OF CERTIFICATION: The applicant institution or organization hereby certifies to the best of its knowledge and belief that it and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding the submittal date of this grant 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, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding the submittal of this grant application had one or more public transactions (federal, state, or local) terminated for cause or default.

N. Payment and Reporting Terms

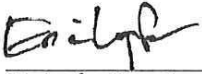
HTx will provide an outright grant award of \$1,500.00 upon receipt of the signed Grant Agreement but not prior to the grant period.

All Grantees must submit a Mini Grant Final Report no later than ninety (90) days after the end of the grant period.

Federal Funds are being awarded under a program identified as 45.129 in the Catalogue of Federal Domestic Assistance. The award is subject to the audit requirements of either OMB Circular A-133 or A-128 (for governmental entities).

HUMANITIES TEXAS

1410 Rio Grande Street
Austin, Texas 78701
Tel. 512.440.1991 Fax 512.440.0115



Eric Lupfer, Executive Director

3/10/2022
Date

GRANTEE

Hidalgo County Judge's Office
100 E Cano St
Edinburg, TX 78539-4582

FISCAL AGENT

Maria Arcilia Duran
Hidalgo County
2808 S Business Highway 281
Edinburg, TX 78539-6243

Richard F Cortez, Authorizing Official

Date

Approved Budget Summary

Mini grant

HTx Grant No:	2022-6645		
Grantee:	Hidalgo County Judge's Office		
HTx Award:	Outright	\$1,500.00	Matching: \$0.00
Grant Period:	04/01/2022-05/31/2022		

- 1) Personnel
- 2.) Honoraria
- 3.) Travel and Lodging
- 4.) Office Space / Rental
- 5.) Promotions
 - a. Printing
 - b. Postage
 - c. Advertising
 - d. Other
- 6.) Supplies and Purchases
- 7.) Telephone
- 8.) Indirect Costs
- 9.) Other
 - a. HTX Exhibition

HTx Request	Cost-Sharing		TOTAL
	Cash	In-kind	
			0.00
			0.00
			0.00
		6,560.00	6,560.00
600.00			600.00
			0.00
			0.00
	500.00		500.00
	1,000.00		1,000.00
			0.00
			0.00
900.00			900.00
			0.00
			0.00
			0.00
1,500.00	1,500.00	6,560.00	9,560.00

HTx Award:	1,500.00
a.) Cash cost-sharing:	1,500.00
b.) In-kind cost sharing:	6,560.00
c.) Total cost-sharing	8,060.00
d.) Total project costs	9,560.00

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND INTERNATIONAL MUSEUM OF
ART AND SCIENCE**

This Memorandum of Agreement (the "Agreement"), is entered into on **March**_____, **2022** (the "Effective Date"), by and between **International Museum of Art & Science** located at 1900 W Nolana Ave, McAllen, TX 78504-000 (the "IMAS"), and **County of Hidalgo, Texas** with administrative offices located at 100 N Clossner Blvd, Edinburg, Texas 78539 (the "**County**"). IMAS and the County may be referred to individually as the "Party", or collectively, the "Parties".

WITNESSETH:

WHEREAS, the International Museum of Arts and Science (IMAS) is a private not for profit organization qualifying under 501(c)(3) that provides a unique opportunity for visitors to participate in hands-on science exhibits and learn about original works of art while encouraging creativity and innovation. The International Museum of Art & Science is a Smithsonian Affiliate and fully accredited by the American Alliance of Museums

WHEREAS, County is a local government, and a political subdivision of the State of Texas; and

WHEREAS, the County, by and through the County Judge's Office, and IMAS wish to collaborate to present an art exhibition that will educate the public through the "Unsinkable: Voices from the Storm" exhibit. Community leaders can draw from the experiences of a resilient community that was able to recover from a devastating hurricane and take that message out into our community as they get ready to begin Hurricane Preparedness events.

WHEREAS, the County, by and through the County Judge's Office, and IMAS collaboration shall serve the a public purpose related to the health and safety by assisting to prepare the residents and communities in Hidalgo County for this upcoming 2022 Hurricane Season while in the midst of a pandemic;

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants between the parties hereto, it is understood and agreed by and between County and IMAS to this agreement, as follows:

1. MISSION and PURPOSE

The partnership on which the Parties are intending to collaborate to utilize their joint resources during a national, state and local declared public safety emergency by providing an informative and interactive experience for the public which will teach them about the aftermath of hurricanes and to help better prepare the citizens of Hidalgo County for the upcoming 2022 Hurricane Season while in the midst of a pandemic

2. SCOPE and OBJECTIVES

Putting forth the exhibit will give the community an opportunity to reflect on individuals' experiences and bring forth a heightened awareness while visiting the International Museum of Arts and Sciences in McAllen (IMAS).

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason and the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

IMAS shall render and provide the following Services and/or Service Area in the form of an In-Kind Contribution at a value of six thousand five hundred and sixty dollars and no cents (\$6,560.00) that may include, but is not limited to:

- A) An exhibition area that will feature "Unsinkable: Voices from the Storm"
- B) An appropriate area to be used for an opening ceremony for the "Unsinkable" exhibit
- C) An appropriate area to be used for a closing ceremony for the "Unsinkable" exhibit

The County, by and through it's the County Judge's Office, shall render and provide the following services that include, but are not limited to:

- A) Assign County personnel or volunteers to assist with public outreach including, but not limited to registration efforts, creation and dissemination of marketing information, content creation for social media platforms.

4. TERM

The term of this Agreement shall be from the effective date, herein referenced above, through June 1, 2022, or until such time as the Parties conclude the closing ceremony for the "Unsinkable" exhibit, including any reasonable period thereafter for the Parties to effectuate the closing of said exhibit. Either party may terminate this agreement with or without cause upon fifteen (15) days written notice.

5. CONFIDENTIALITY

The Parties will treat the terms of this MOU in the strictest of confidence and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

6. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Agreement consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

IMAS at all times will act as an independent contractor and not as a partner or agent of the other party. Neither County nor IMAS will act or hold itself out to third parties as a partner, employee, joint venture, or agent of the other party in the provisions of services under this Agreement. Parties agree that no employee-employer relationship is established by the terms of this agreement.

Non-Discrimination. IMAS, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, are incorporated herein and made part of this agreement for all purposes.

Federal Provision (if applicable). If applicable, the provisions of 2 CFR 200 and Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards; as well as any other relevant provisions including but not limited to contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) as incorporated by reference.

This agreement may be revised by mutual agreement set forth in writing and signed by both parties.

7. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum. This agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor IMAS waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.

Insurance. IMAS will have in place sufficient general liability insurance to cover the general activities in which IMAS shall be taking part pursuant to this agreement, and shall provide evidence of such insurance to the County before execution of Services or upon request.

Indemnification. IMAS shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the use of any County Premises. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

8. NOTICE

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10. AUTHORIZATION AND EXECUTION

The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating County and IMAS in accordance with its terms.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY:

By: _____
Hon. Richard F. Cortez, County Judge

INTERNATIONAL MUSEUM OF ART & SCIENCE:

By: _____

Printed Name: _____

Title: _____

ATTEST:

Hon. Arturo Guajardo, Jr., County Clerk

----- Forwarded message -----

From: **Victor Garza** <victor.garza@da.co.hidalgo.tx.us>
Date: Thu, Mar 17, 2022 at 11:24 AM
Subject: Updated MOA
To: Ma. Hilda Salinas <maria.salinas@co.hidalgo.tx.us>, Andrea Salinas-Gonzalez <andreas.gonzalez@co.hidalgo.tx.us>, Sandra De Leon <sandra.deleon@co.hidalgo.tx.us>, Isaac Sulemana <isaac.sulemana@co.hidalgo.tx.us>

All,

Please see updated agreement with IMAS, including changes based on Auditor/Budget concerns.

Please let me know if you have any questions or concerns.

Respectfully,

Victor M. Garza
Chief Administrative Attorney
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Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>

Fwd: IMAS - information on capacity for 150-person event and in-kind value

1 message

Maria Salinas <maria.salinas@co.hidalgo.tx.us>

Thu, Feb 17, 2022 at 2:31 PM

To: Maria Munoz <maria.munoz@auditor.co.hidalgo.tx.us>, Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>

Cc: "deleon, sandra" <sandra.deleon@co.hidalgo.tx.us>

Good afternoon Maria,
Please see the email below. Let me know if this will suffice.

Respectfully,

Hilda Salinas
Assistant Chief of Staff
Hidalgo County Judge's Office
100 E. Cano, Suite 201
Edinburg, TX 78539
(956)318. 2600, ext 5026



WISHING YOU A HAPPY AND HEALTHY

2022

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From: Ann Fortescue <afortescue@themasonline.com>

Date: Thu, Feb 10, 2022 at 5:07 PM

Subject: IMAS - information on capacity for 150-person event and in-kind value

To: andreas.gonzalez@co.hidalgo.tx.us <andreas.gonzalez@co.hidalgo.tx.us>

CC: Amelia Whitehead <awhitehead@themasonline.com>, Mary Garza <mgarza@themasonline.com>

Good afternoon, Andrea –

Here is the information I promised Hilda I'd send for the Humanities Texas application related to "Unsinkable."

The value of IMAS' **in-kind support** for a 150-person event would be **\$3,280**. This is the non-profit rate for a 4-hour facility rental for the Discovery Pavilion, our largest space.

We would also supply at no charge up to 35 round tables, up to 22 black round table cloths, and up to 200 black padded chairs.

We would very much prefer to host an event on a Thursday evening, that's the least disruptive to our visitors. We can accommodate a luncheon event for 150 on Saturday, April 24, however it's more challenging for us to do so when we're open to the public.

I'm including Amelia Whitehead Rose, our Director of Collections & Exhibitions, and Mary Garza Hinojosa, Executive Assistant/HR Manager, on this email since I will be on vacation next week. Please don't hesitate to contact them if you have any questions or need additional information.

Many thanks, Ann



Ann Fortescue

President and Executive Director

She/Her/Hers

o. 956.681.2810 | p. 956.681.2800 | f. 956.686.1813

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1900 Nolana Ave, McAllen, TX 78504

AI-85100

Budget and Management 15. B.

CC CONSENT AGENDA REGULAR MTG

Interfund transfers

Meeting Date: 03/22/2022

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

CAPTION

Co. Judge - FY 2022 Humanities Texas Grant (1286):

Approval of 2022 interfund transfer from Co. Judge (1100) to Co. Judge Humanities Texas Grant (1286) in the amount of \$1,500.00 to fund cash match portion in relation to the FY 2022 Humanities Texas grant award.

BACKGROUND

Reference:

AI-84705, CC 2.22.2022, Authorization to apply.

AI-85090, CC 3.22.2022, Approval of acceptance of grant award, COR by Co. Auditor, & appropriation of funds. In addition, CC approval of Memorandum of Agreement between County & IMAS in relation to In-Kind contribution provided by IMAS.

Fiscal Impact

CALENDAR YEAR: 2022

ACCT. #: 2-1100-413-00-110-006-0-535

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

CO JUDGE-POSTAGE; funds available as of 3.16.2022

Attachments

Humanities TX Interfund Transfer

Form Review

Inbox

Ivan Cantu (Originator)

Budget & Management

Final Approval

Form Started By: Ivan Cantu

Reviewed By

Ivan Cantu

Noelia Gonzalez

Date

03/17/2022 11:14 AM

03/17/2022 11:45 AM

Started On: 03/16/2022 01:07 PM

