**EDINBURG CITY COUNCIL**
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**Location:** City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

**REGULAR MEETING AGENDA**
**OCTOBER 17, 2023**
**6:00 PM**

**1. CALL TO ORDER, ESTABLISH QUORUM**

**A.** Prayer.

**B.** Pledge of Allegiance.

**2. CERTIFICATION OF PUBLIC NOTICE**

**3. DISCLOSURE OF CONFLICT OF INTEREST**

**4. MAYOR'S REPORT**

**5. CITY MANAGER'S REPORT**

**A.** Reader's Choice Awards

**B.** Move with the Mayor Initiative

**C.** Rescheduled November 07, 2023 City Council Regular Meeting

**D.** New Agenda Packet Software

**E.** City Council Meeting Procedures

**6. PROCLAMATIONS/RECOGNITIONS**

**A.** Presentation of Proclamation Recognizing the Edinburg Housing Authority. [Clarice Y. Balderas, City Secretary]

**B.** Presentation of Proclamation Recognizing October 16-20, 2023 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

**C.** Presentation of Proclamation Recognizing October 15-21, 2023 as St. Matthew's Episcopal School Week. [Clarice Y. Balderas, City Secretary]

**D.** Presentation of Proclamation Recognizing October 2023 as Community Planning Month. [Clarice Y. Balderas, City Secretary]

## 7. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. Please note that this public comment period is not interactive. The City Council may not respond to public comments.

If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

## 8. PRESENTATION

**A.** Presentation on Public Utility Infrastructure. [Tomas D. Reyna, Assistant City Manager]

## 9. ORDINANCE

**A.** Consider Ordinance Providing for the Voluntary Annexation of 8.350 Acres, More or Less, Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 1534 North Kenyon Road, as Requested by Melden & Hunt, Inc., on Behalf of Sandra E. Acevedo. [Jaime Acevedo, Director of Planning & Zoning]

## 10. PETITION

**A.** Consider the Petition Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, Out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and Out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

## 11. CONTRACTUAL

**A.** Consider Authorizing the City Manager to Enter into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Improvements of Storm Sewer and Sanitary Sewer Infrastructure at the Boundary of City of Edinburg and City of McAllen City Limits. [Mardoqueo Hinojosa, P.E., CFM]

## 12. AWARDING OF BIDS

**A.** Consider Authorizing the Expenditure for the Reconditioning of the 836H Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of $675,956.92. [Ramiro L. Gomez Jr., Director of Solid Waste Management]

**B.** Consider Authorizing the Purchase of Two (2) Commercial Side Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of $767,406.92. [Ramiro L. Gomez, Director Solid Waste Management]

**C.** Consider Authorizing the Purchase of Two (2) Commercial Front Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of $893,014.00. [Ramiro L. Gomez, Director Solid Waste Management]

## 13. APPOINTMENTS

**A.** Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Charter Review Committee, One Member; Planning and Zoning Commission; One Member; Zoning Board of Adjustments, One Alternate Member. [Clarice Y. Balderas, City Secretary]

## 14. OTHER BUSINESS

**A.** Future Items Requested by City Council. (Myra L. Ayala, City Manager)

## 15. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

**A.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Belinda Torres, Director of Human Resources/Civil Service]

**B.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Belinda Torres, Director of Human Resources/Civil Service]

**C.** Consider Ordinance Providing for a Temporary Special Use Permit for the "16th Annual "Children's Fall Festival" Friday, October 27, 2023, Located at 1100 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

**D.** Consider Authorizing the City Manager to Enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo County, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), Lower Rio Grande Valley Development Council-Area Agency on Aging, and Women Together Foundation. [Marissa Garza, Director of Grants Administration]

**E.** Consider Authorizing the City Manager to Enter Into Agreements with Emmanuel Lee Rangel of Area956.com and the Museum of South Texas History for the Los Muertos Bailan Festival. [Letty Leija, Director of Library & Cultural Arts]

**F.** Consider Approving Fiscal Year 2022-2023 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]

**Fire Department**

1. General Fund: FROM Certification Pay; and Worker's Compensation Ins TO Overtime; Seniority Pay; Assignment Pay; Taxes; Retirement; and Disability Insurance, in the Amount of $133,040.00 [Omar Garza, Fire Chief]
2. General Fund: FROM Travel, Training, Meetings; Motor Vehicle Fuel; Building; Machines & Equipment; and Membership Dues, Subscr TO Salaries; Seniority Pay; Assignment Pay; Taxes; Retirement; Group Insurance; Disability Insurance; Communications Service Agmnt;

and Motor Vehicles-Supplies, in the Amount of $120,000. [Omar Garza, Fire Chief]

**Human Resources**

1. General Fund: FROM Office Supplies; Motor Vehicle Fuel; and Other Materials TO Professional Services, in the Amount of $6,205. [Belinda Torres, Director of Human Resources and Civil Service]

**Solid Waste Management**

1. Solid Waste Management Fund: FROM Other TO Motor Vehicles- Maintenance, in the Amount of $110,000. [Ramiro Gomez, Director of Solid Waste Management]

**Various**

1. General Fund: FROM Cont/Incentive-Vipers Arena; and Cont/Incentive-EDNG 2040 Reb TO Professional Services; Machines & Equipment; Motor Vehicles; Salaries; Seniority Pay; Taxes; Retirement; Group Insurance; Utilities; Audit, PD-LRGVDC-911 DC-Equipment; PD-LRGVDC-911 DC-Training; Election Expenses; General Insurance; Cnty Appraisal Service; C.M. Ins Claims Settlement; and Contributions Other, in the Amount 940,300. [Ascencion Alonzo, Director of Finance]
2. Utility Fund: FROM Salaries, Worker's Compensation Ins; Taxes; Retirement; and Group Insurance TO Certification Pay; Group Insurance; Building & Structures; Machines & Equipment; Overtime; Audit; Credit Card Merch Charges; Admn Charges; SWSC; Admn Charges NAWS; and Bond Fees, in the Amount of 542,000. [Ascencion Alonzo, Director of Finance]
3. Airport Fund: FROM Salaries; Retirement; and Other Capital Outlay TO Professional Services; Communication Serv Agmnts; Utilities; Rents & Contractuals; Motor Vehicles-Maintenance; Machines & Equipment; Other; Office Supplies; Wearing Apparel; Food; Motor Vehicle Fuel; Chemicals-Medical & Lab; Audit; Credit Card Merch Charges; and General Insurance, in the Amount of $156,800. [Ascencion Alonzo, Director of Finance]
4. Ebony Golf Course Fund: FROM Salaries; and Credit Card Merch Charges TO Communications, Serv Agmnts; Utilities; Rents & Contractuals; Membership Dues, Subscr; Machines & Equipment; Office Supplies; Tools; and Motor Vehicle Fuel, in the Amount of $9,835. [Ascencion Alonzo, Director of Finance]

## 16. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

**A.** Consultation with City Attorney and Possible Action Regarding Economic Development Agreement with Cuatro Noventa. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

**B.** Consultation with City Attorney and Possible Action Regarding Economic Development Agreements for Project Salad, Project Cold Turkey, and Project Loaf. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.);

**C.** Consultation with City Attorney and Possible Action Regarding Economic Development Agreement Proposal for Public Infrastructure. (§551.071. Consultation with Attorney; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

**D.** Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

**E.** Consultation with City Attorney Regarding Juvenile Curfew Ordinance. (§551.071. Consultation with Attorney; Closed Meeting).

**F.** Consultation with City Attorney Regarding Amusement Redemption Machine Ordinance. (§551.071. Consultation with Attorney; Closed Meeting).

**G.** Consultation with City Attorney Regarding Use Permit Ordinance. (§551.071. Consultation with Attorney; Closed Meeting).

**OPEN SESSION**

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

**17. ADJOURNMENT**

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on October 13, 2023 at 9:00 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.A.
Proclamation-Edinburg Housing Authority

1. **Agenda Item:**
Presentation of Proclamation Recognizing the Edinburg Housing Authority. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Established in 1949, the Edinburg Housing Authority has endeavored to address affordable housing and community development needs by using a combination of local, state, and federal resources for over 74 years. The housing authority's efforts also help the community combat homelessness or people in imminent risk of homelessness, the commitment of the Housing Authority staff has ensured that our residents not only have safe and affordable housing, but a place they can call home. The Edinburg Housing Authority has helped improve the quality of life for so many here in the City of Edinburg.

Edinburg City Council would like to recognize the Edinburg Housing Authority and their efforts to connect with the residents through holiday distributions and the dedicated time to improving every facet of their organization to expand the programs they have available to the community.

3. **Staff's Recommendation:**
Present Proclamation Recognizing the Edinburg Housing Authority.

**Reviewed by:**

**Prepared by:**
Clarice Balderas, City Secretary

**Attachments:**
A. Edinburg Housing Authority (1)

# PROCLAMATION

# EDINBURG HOUSING AUTHORITY

**WHEREAS,** the Edinburg Housing Authority was, established in December 1949, has for over 74 years endeavored to address affordable housing and community development needs by using a combination of local, state, and federal resources. The housing authority's efforts also help the community combat homelessness or people in imminent risk of homelessness, the commitment of the Housing Authority staff has ensured that our residents not only have safe and affordable housing, but a place they can call home, this has helped improve the quality of life for so many here in the City of Edinburg; and,

**WHEREAS,** the executive director, and the housing authority staff work diligently alongside the board of commissioners and the HUD San Antonio Field office and recognize the importance of providing affordable housing. And has been recognized for such efforts by NAHRO, Southwest NAHRO, Texas NAHRO and Texas Housing Association; and,

**WHEREAS,** currently the Edinburg Housing Authority runs a successful Section 8 program that is currently assisting 1000+ families, and assists 325 families under its low rent program. They are in the process of completing the construction of 36 additional units to assist more families and help ensure that the community has more options when applying for housing assistance within the city; and,

**WHEREAS,** most recently the Edinburg Housing Authority got a comprehensive compliance review by the Housing Urban Development (HUD) San Antonio Field Office the week of June 5-9, 2023. The primary focus of the review was compliance rather than exhaustively examining any area, this review touched multiple areas of compliance to provide the public housing agency feedback for sustained compliance. The Office of Public and Indian Housing staff reviewed the performance of the Edinburg Housing Authority's compliance with U.S. Department of Housing and Urban Development (HUD) program requirements and regulations; and,

**WHEREAS,** the HUD-San Antonio Field Office monitoring review team reviewed materials from all the agencies primary programs, the areas of compliance reviewed were the Governance Public Housing Program, Housing Choice Vouchers Program, Violence Against Women Act (VAWA), and Section 3. They interviewed agency staff members to better understand the agency's efforts to comply with HUD regulatory and statutory requirements; and,

**WHEREAS,** the Comprehensive Compliance Review for the Edinburg Housing Authority was successful, revealing many best practices and no areas of non-compliance. The staff were friendly, approachable, and willing to participate in the review process. The atmosphere of EHA is positive, and the staff work diligently to assist program participants. The customer service practices noted by HUD staff while on site were praiseworthy. The review covered several areas that resulted in the review of numerous internal EHA practices, policies, and procedures. The final review produced no findings or observations; and,

**WHEREAS,** the Edinburg City Council recognizes the works of the Edinburg Housing Authority and their efforts to connect with the residents through holiday distributions and the dedicated time to improving every facet of their organization to expand the programs they have available to the community.

**NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX**: By the power vested in me by law, do hereby recognizes the:

**EDINUBRG HOUSING AUTHORITY**

for a successful compliance review and for all they do to improve the quality of life in the City of Edinburg.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 17th day of October, 2023.

**CITY OF EDINBURG, TEXAS**

By: _____
Ramiro Garza, Jr., Mayor

**ATTEST:**

By: _____
Clarice Y. Balderas, City Secretary

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.B.
Proclamation-Texas Chamber of Commerce Week

1. **Agenda Item:**
Presentation of Proclamation Recognizing October 16-20, 2023 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The Edinburg Chamber of Commerce has existed in Hidalgo County since the late 1920s and was chartered in 1932. The chamber of commerce serves the business community and the community at large. During Texas Chamber of Commerce Week the City of Edinburg will be celebrating the contributions and dedication of the Edinburg Chamber of Commerce and the professional staff that serve them.

The Edinburg City Council would like to recognize the Edinburg Chamber of Commerce for their hard work and commitment to the community.

3. **Staff's Recommendation:**
Present Proclamation Recognizing October 16-20, 2023 as Texas Chamber of Commerce Week.

**Reviewed by:**

**Prepared by:**
Clarice Y. Balderas
City Secretary

**Attachments:**
A. Texas Chamber of Commerce Week 2023

# PROCLAMATION

## TEXAS CHAMBER OF COMMERCE WEEK
## OCTOBER 16-20, 2023

**WHEREAS,** the Edinburg Chamber of Commerce goes about each day serving businesses and the community at large. Many citizens know the chamber as the organization that cuts the ribbon of a new business in town or the group that holds the shovels in the photo with the Mayor for the groundbreaking of a new business, expansion or development. Some may know the chamber as the volunteers that coordinate a local festival or parade that celebrates the season and good times for all; and,

**WHEREAS,** the unseen work of each local Chamber of Commerce in Texas reach virtually every corner of every community. These professionals and volunteer leaders work in the service of business to create an environment of prosperity and a place that people love to call home. They work to ensure all people have a chance at the American dream, chamber professionals work with the education system to create scholars and eventually highly-skilled, qualified workers to serve businesses in the community. From pre-kindergarten through advanced degrees, chambers are working for opportunity for all. Some chambers operate programs teaching entrepreneurship to young people who will eventually begin their own ventures and grow the local economy; and,

**WHEREAS,** Chambers are advocates locally, statewide and federally to ensure that their community receives projects, funding, and completion of necessary road enhancements, improvements and mobility. They are working with lawmakers to create structure where citizens can thrive. They are also fighting to maintain a regulatory system that allows business to thrive and the local economy to grow with a watchful eye on public safety and the consideration of all people; and,

**WHEREAS,** in times of disaster chambers are quite often ground zero for getting the message out and services to businesses to assist them with rebuilding, reopening their doors and working through a difficult time. In these times the chamber is also working with (sometimes coordinating the efforts) of other organization to guarantee that citizens have access to the resources and information they need to return to everyday life; and,

**WHEREAS,** these organizations are in the arena looking out for all people. Whether it is healthcare or a new turn signal, early childhood education or the development of a new business, connecting people to grow opportunity or attracting and assisting visitors to the community in navigating and engaging with local businesses and attractions the chamber is there working, connecting, advocating, and serving; and,

**WHEREAS,** the Edinburg City Council recognizes the accomplishments of the Edinburg Chamber of Commerce and ask residents to take a moment to stop by your local office or if you happen to see your chamber staff around town please thank them for their work and commitment to the community.

**NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX**: By the power vested in me by law, do hereby proclaim October 16-20, 2023:

**TEXAS CHAMBER OF COMMERCE WEEK**

And encourage everyone to learn a little more about the areas of focus of your local chamber and consider where you might fit as a member and volunteer.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 17th day of October, 2023.

**CITY OF EDINBURG, TEXAS**

By: _____
Ramiro Garza, Jr., Mayor

**ATTEST:**

By:_____
Clarice Y. Balderas, City Secretary

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.C.
Proclamation-St. Matthew's Episcopal School Week

1. **Agenda Item:**
Presentation of Proclamation Recognizing October 15-21, 2023 as St. Matthew's Episcopal School Week. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Since 1976, St. Matthew's Episcopal School has been a Christian community committed to academic excellence and spiritual growth for the children of the City of Edinburg and the Upper Rio Grande Valley. An Episcopal school, St. Matthew's fosters an environment that welcomes families of all beliefs and background and seeds to integrate religious and spiritual formation into the overall curriculum and life of the school.

The Edinburg City Council would like to commemorate the 47 years St. Matthew's Episcopal School has committed and served the City of Edinburg community.

3. **Staff's Recommendation:**
Present Proclamation Recognizing October 15-21, 2023 as St. Matthew's Episcopal School Week.

**Reviewed by:**

**Prepared by:**
Clarice Y. Balderas
City Secretary

**Attachments:**
A. St. Mattew's Episcopal School (1)

# PROCLAMATION

# ST. MATTHEW'S EPISCOPAL SCHOOL WEEK
## OCTOBER 15-21, 2023

**WHEREAS,** for 47 years (since 1976), St. Matthew's Episcopal School has been a Christian community committed to academic excellence and spiritual growth for the children of the City of Edinburg and the Upper Rio Grande Valley; and,

**WHEREAS,** currently the Southwestern Association of Episcopal Schools accredits St. Matthew's, the school is founded on Christian principles and desires to achieve the highest academic standards.; and,

**WHEREAS,** St. Matthew's School operates independently it considers itself a major part of the outreach of the parish, by occupying building and facilities common to school and parish, on church property; and,

**WHEREAS,** St. Matthew's is one of more than 270 Episcopal school nationwide educating more than 70,000 students of faith and those of no faith tradition, St. Matthew's invites both to seek clarity about their own beliefs and religions and to honor those traditions more fully and faithfully in their own lives; and,

**WHEREAS,** an Episcopal school, St. Matthew's fosters an environment that welcomes families of all beliefs and background and seeds to integrate religious and spiritual formation into the overall curriculum and life of the school; and,

**WHEREAS,** St. Matthew's Episcopal School admits students regardless of race, color, national or ethnic origin, to all the rights and privileges, programs and activities. Children are educated in a loving Christian atmosphere so they may understand basic Christian concepts and their individual and corporate relationship with God and one another; and,

**WHEREAS,** the Edinburg City Council would like to commemorate the 47 years St. Matthew's Episcopal School has committed and served the City of Edinburg.

**NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX**: By the power vested in me by law, do hereby recognize the month of October 2023 as:

**ST. MATTHEW'S EPISCOPAL SCHOOL WEEK**

and strongly encourage everyone to spread awareness.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 17th day of October, 2023.

**CITY OF EDINBURG, TEXAS**

By: _____
Ramiro Garza, Jr., Mayor

**ATTEST:**

By: _____
Clarice Y. Balderas, City Secretary

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.D.
Proclamation: Community Planning Month

1. **Agenda Item:**
Presentation of Proclamation Recognizing October 2023 as Community Planning Month. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community. The full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation.

The Edinburg City Council would like to recognize the many valuable contributions made by professional community and regional planners of the City of Edinburg and extend their heartfelt appreciation for the continued commitment to public service by these professionals.

3. **Staff's Recommendation:**
Present Proclamation Recognizing October 2023 as Community Planning Month.

**Reviewed by:**

**Prepared by:**
Clarice Y. Balderas
City Secretary

**Attachments:**
A. Community Planning Month 2023

# PROCLAMATION

# COMMUNITY PLANNING MONTH
# OCTOBER 2023

**WHEREAS,** change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and,

**WHEREAS,** community planning and plans can help manage this change in a way that provides better choices for how people work and live; and,

**WHEREAS,** community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and,

**WHEREAS,** the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and,

**WHEREAS,** the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and,

**WHEREAS,** the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and,

**WHEREAS,** the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Edinburg; and,

**WHEREAS,** the Edinburg City Council recognizes the many valuable contributions made by professional community and regional planners of the City of Edinburg and extend our heartfelt thanks for the continued commitment to public service by these professionals.

**NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX**: By the power vested in me by law, do hereby recognize the month of October 2023 as:

## COMMUNITY PLANNING MONTH

and encourage everyone express their appreciation to community planners for their diligence and professionalism in city planning and development.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 17th day of October, 2023.

**CITY OF EDINBURG, TEXAS**

By: _____
Ramiro Garza, Jr., Mayor

**ATTEST:**

By: _____
Clarice Y. Balderas, City Secretary

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
PRESENTATION
Agenda Item No: 8.A.
Public Utility Infrastructure

1. **Agenda Item:**
   Presentation on Public Utility Infrastructure. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
   City staff will be presenting an update on public utility infrastructure for the following items:
   1. Shalom Drive First Time Sewer Project
   2. Gwin Road Project Development

3. **Staff's Recommendation:**
   Present on Public Utility Infrastructure.

**Reviewed by:**

**Prepared by:**
Tomas D. Reyna
Assistant City Manager

**Attachments:**
A. Public Utility Infrastructure Presentation

# PUBLIC UTILITY INFRASTRUCTURE

OCTOBER 17, 2023

# Planning the Process

SHALOM DR.

GWIN RD.

# SHALOM DRIVE SEWER PROJECT

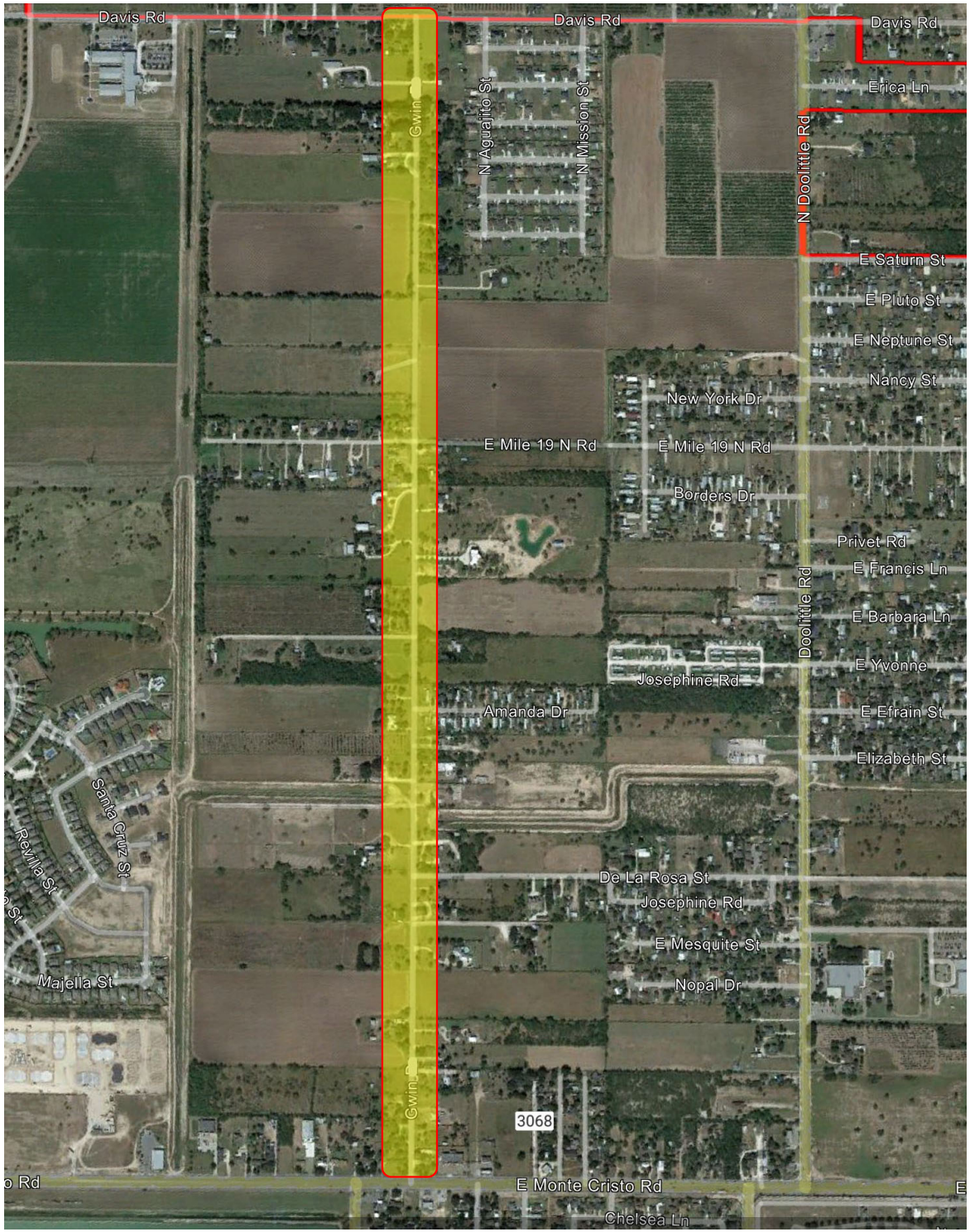
# Shalom Drive Current Services:

1. Fire
2. Police
3. Water
4. Trash
5. Drainage
6. Streets
7. Streetlights
8. Code Enforcement
9. Access to all Parks
10. Library

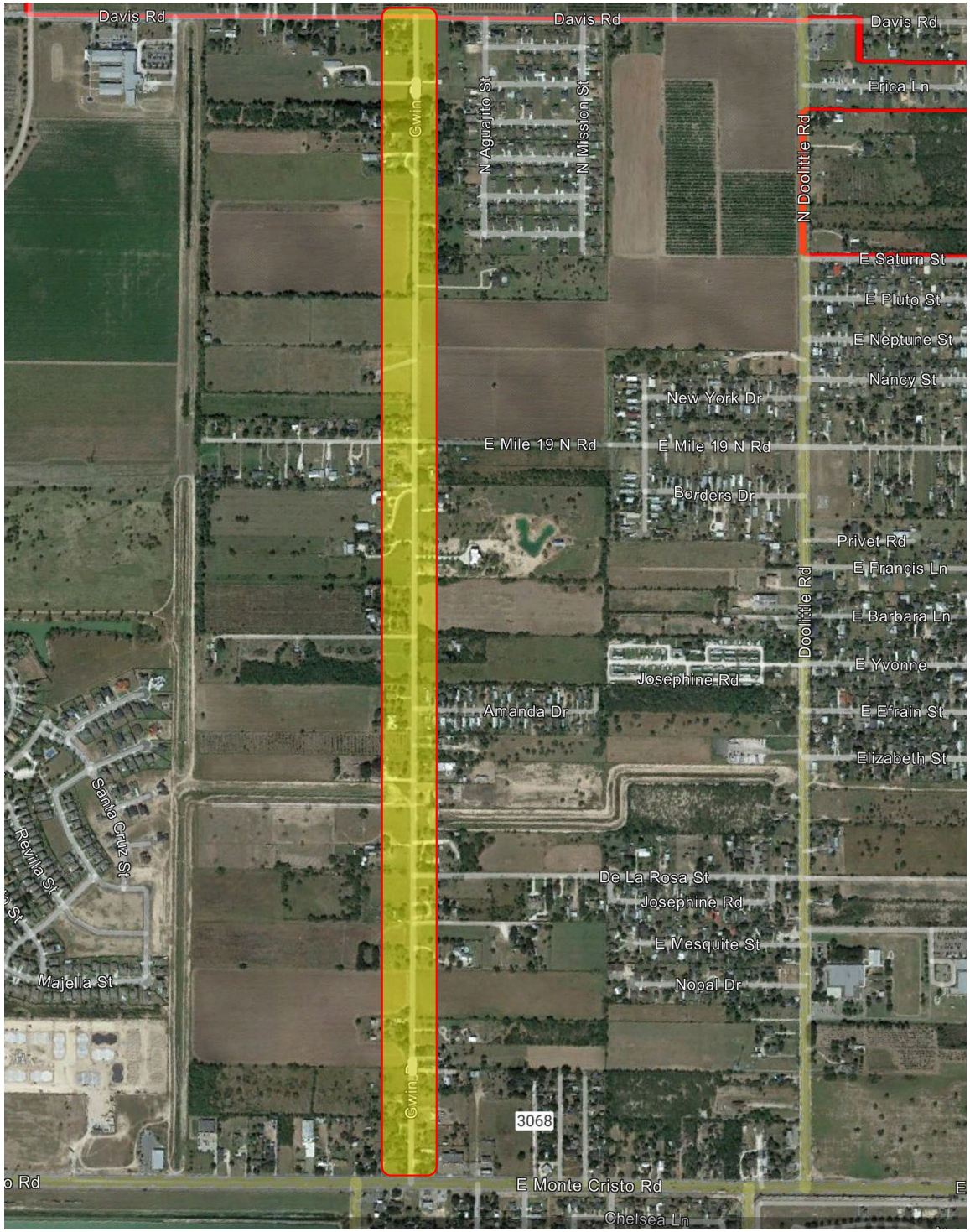
# Proposed Services:

1. Sewer
   - Estimate Construction
     Sewer - $320,000.00
     Paving - $38,000.00

Total = $358,000.00




# GWIN ROAD. PROJECT DEVELOPMENT




## Gwin Road
## (E. Monte Cristo Rd. To Davis Rd.)
## Current Services:

1. Fire
2. Police
3. Water
4. Trash
5. Drainage
6. Streets
7. Streetlights
8. Code Enforcement
9. Access to all Parks
10. Library

| GWIN RD PROJECT DEVELOPMENT ESTIMATED PRELIMINARY COSTS | |
|---|---|
| ROADWAY PROJECT: | Gwin Road |
| LIMITS: | From Monte Cristo Rd (FM 1925) to Davis Rd |
| EXISTING ROADWAY | 26' |
| EXISTING ROW WIDTH | 40' - 60' Varies |
| PROPOSED ROADWAY | 3-lane urban (36' B-B) |
| PROPOSED ROW WIDTH: | 60' |
| | |
| Estimated Road Reconstruction Cost (3-miles) | **$15,833,635.00** |
| | |
| ***ESTIMATED PROJECT COSTS*** | TOTAL ESTIMATED PROJECT COST |
| **Phase I -Project Development, Schematic, Geotechnical, Environmental, Survey** | |
| Project Development (Funding/Entity Coordination, Project Management, etc.) | $50,000.00 |
| Geotechnical Engineering Services | $100,000.00 |
| Environmental Document (TxDOT/FHWA Clearance and Archeological & Historical Research) | $240,000.00 |
| Aerial & Topographic Survey | $375,000.00 |
| Schematic Development | $200,000.00 |
| Hydrological Map for Outfall Drain Ditches Outfalls & Capacities | $50,000.00 |
| Ditch Crossing (Scour and Submittals) | $50,000.00 |
| Public Involvement for the Project w/1 Public Meeting | $50,000.00 |
| Utility Coordination & (SUE Level D, C, B, A) | $300,000.00 |
| Traffic Signal Warrants (2 Locations) & Traffic LOS Analysis | $40,000.00 |
| Public Involvement for the Project w/1 Public Hearing | $46,000.00 |
| **SUB-TOTAL** | **$1,501,000.00** |
| **Phase II - Right of Way Acquisition** | |
| Complete ROW Strip Map (Estimated 86 Parcels) | $86,000.00 |
| Right-of-Way Acq. Services and Parcel Sketches & Field Notes @ $8,000/parcel (est. 86 Parcels ) | $688,000.00 |
| Estimated County Attorney Costs for Condemnation ($15,000/Parcel based on 20% total of parcels) | $258,000.00 |
| Estimated Roadway Right-of-Way Costs (Approx. 1.5Miles at 20 ft @ $7/ sq ft) | $680,000.00 |
| Property Acquisition for Sewer and Liftsation Acquisition | $1,411,000.00 |
| **SUB-TOTAL** | **$3,123,000.00** |
| **PHASE III - Utility Relocation** | |
| Utility Coordination during construction | $100,000.00 |
| Verification of utility placement according to corridor assignment | $50,000.00 |
| Review and approval of permits | $50,000.00 |
| Compensable Utilities | $100,000.00 |
| **SUB-TOTAL** | **$300,000.00** |
| **Phase IV - PS&E** | |
| Ditch Culvert Crossing Design | $55,000.00 |
| PS&E (10% of Construction Cost) | $1,583,363.50 |
| Permanent Signal Designs | $400,000.90 |
| Temporary Signal Designs during Construction (2) | $40,000.55 |
| Material Testing (3% of Construction Cost) | $475,009.05 |
| **SUB-TOTAL** | **$2,553,374.00** |
| **Phase V - Construction Management** | |
| Construction Management at 1% of Construction | $158,337.00 |
| **SUB-TOTAL** | **$158,337.00** |
| **Phase VI - Construction** | |
| Estimated Construction Cost - 1 to 2 years of Construction | **$15,833,635.00** |
| **SUB-TOTAL** | **$15,833,635.00** |
| | |
| **ESTIMATED GRAND TOTAL** | **$23,469,346.00** |
| | |
| **PHASE 1** | $1,501,000.00 |
| **PHASE II** | $3,123,000.00 |
| **PHASE III** | $300,000.00 |
| **PHASE IV** | $2,553,374.00 |
| **PHASE V** | $158,337.00 |
| **PHASE VI ESTIMATED CONSTRUCTION COST** | $ 15,833,635.00 |
| **COMBINED TOTAL ESTIMATED PROJECT COST** | **$ 23,469,346.00** |

# Gwin Road.
## Project Development

Phase I
Project Development - $1,501,000.00

Phase II
Right of Way Acquisition - $3,123,000.00

Phase III
Utility Relocation - $300,000.00

Phase IV
PS&E - $2,553,374.00

Phase V
Construction Management - $158,337.00

Phase VI
Construction- $15,833,635.00

Total Estimate - $23,469,346.00

# Thank you
# Any Questions?

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
ORDINANCE
Agenda Item No: 9.A.
Voluntary Annexation-Sandra E. Acevedo

1. **Agenda Item:**
Consider Ordinance Providing for the Voluntary Annexation of 8.350 Acres, More or Less, Out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas and is Located at 1534 North Kenyon Road, as Requested by Melden & Hunt, Inc., on Behalf of Sandra E. Acevedo. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 8.350-acre tract is currently vacant and is located adjacent to City Limits of Edinburg along North Kenyon Road and a portion runs along East Mile 17 North. Utility Services will be provided by North Alamo Water Supply Corporation CCN, and City of Edinburg Sewer CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, engineering, Fire, Police, Solid Waste and other City Department will be provided.

The City has received a Minor Plat Subdivision Application for Sea Subdivision at the subject property for a single-family development on June 14, 2022. The City also received a variance request to the City's Unified Development Code Section 5.203-1 Right-of-Way Widths & Paving Width for subject property and was granted by the City Council on September 5, 2023 with the condition the owner would submit the petition to voluntary annex into the City. Should the petition be approved, final approval of the annexation will be scheduled for consideration by City Council on October 17, 2023.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may be ordinance annex such territory. Based on the preceding provision, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the October 17, 2023 regular meeting.

The proposed Voluntary Annexation falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

Adoption of this ordinance will conclude the Voluntary Annexation process.

3. **Staff's Recommendation:**
Staff recommends for the City Council to accept the Petition for the Voluntary Annexation of 8.350 acres, more or less, out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivision, Volume 1, Page 16, Hidalgo County Map Records, City of Edinburg, Texas.

**Reviewed by:** **Prepared by:**

**<u>Attachments:</u>**

A. Staff Report

**Planning & Zoning**
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

# Voluntary Annexation Petition

ENERGOV CASE # ANNX-2023-0012

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

**Being 8.350 Acres out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey Subdivison**

**Volume 1, Page 16, Hidalgo County Map Records**

**Please view the attached survey and metes & bounds**

**Sandra E. Acevedo**
Owner's Name (Print)

Owner (Signature)

**August 29, 2023**
Date

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared **Sandra E. Acevedo**, whom stated upon his oath the following:

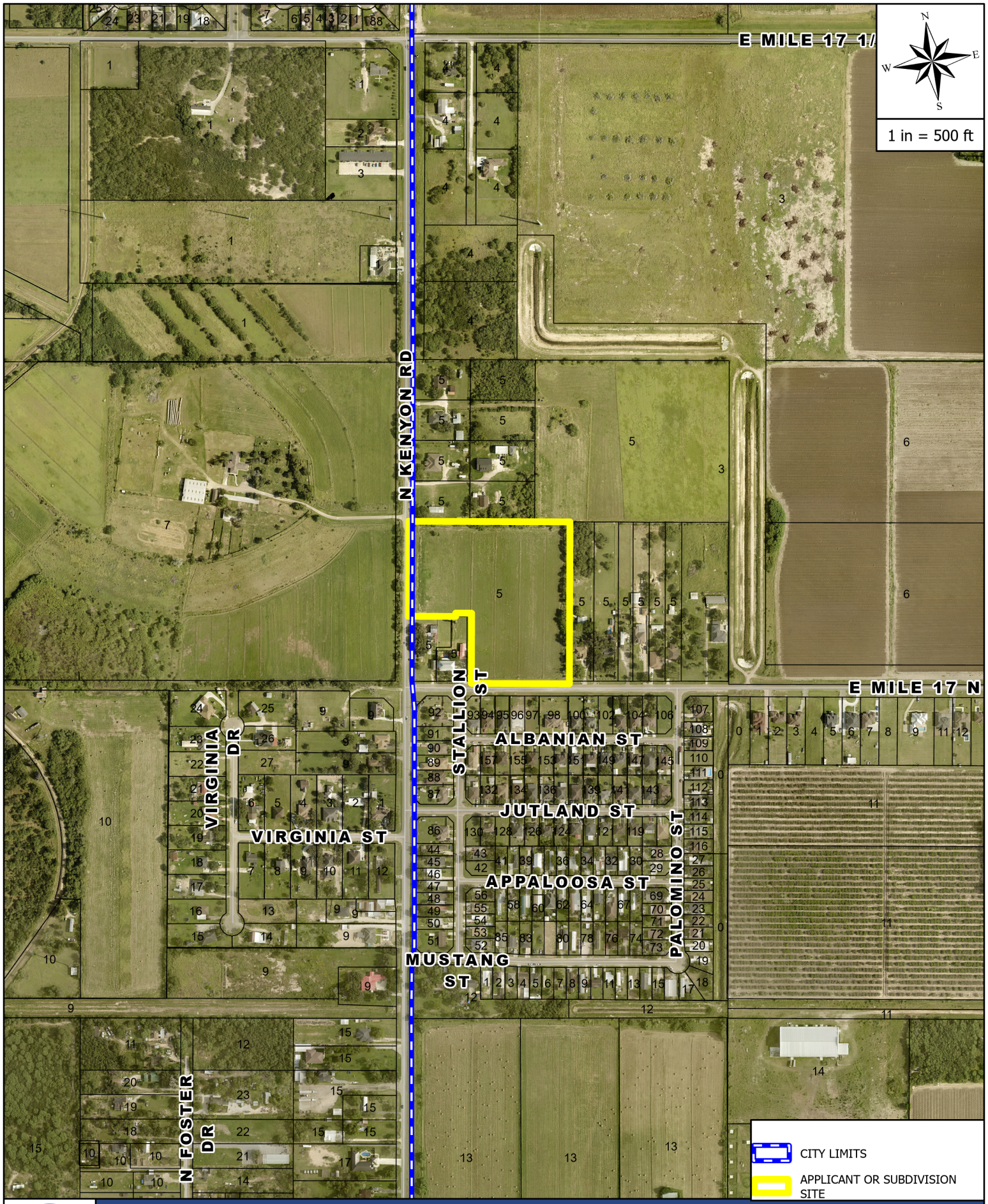
***My name is Sandra E. Acevedo, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.***

Further affiant sayeth not.

SWORN TO and subscribed before me on this the **29** day of **August**, 20 **23**.

Notary Public in and for the State of Texas

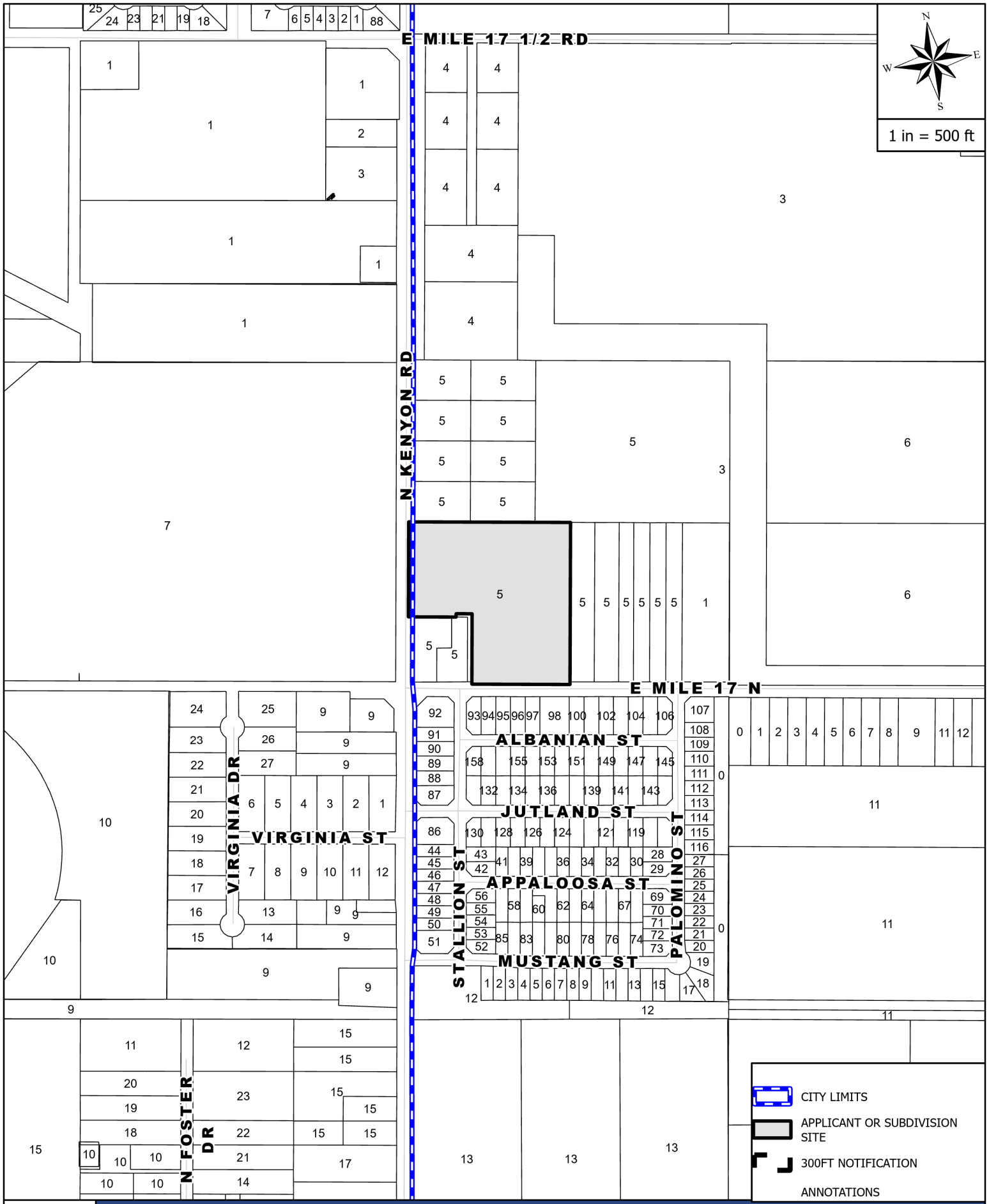
WENDY B. RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 07/01/2025
Notary ID 13057688-4




# AERIAL MAP

## APPLICANT AND/OR SUBDIVISION:

SEA SUBDIVISION ANNEXATION




# MAILOUT AND SITE MAP

## APPLICANT AND/OR SUBDIVISION:

SEA SUBDIVISION ANNEXATION

May 18, 2022

# METES AND BOUNDS DESCRIPTION
# 8.350 ACRES OUT OF LOT 5, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY HIDALGO COUNTY, TEXAS

A tract of land containing 8.350 acres situated in the County of Hidalgo, Texas, being a part or portion out of Lot 5, Section 250, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 1, Page 16, Hidalgo County Map Records, said 8.350 acres were conveyed to Sandra Elizabeth Acevedo, by virtue of a Warranty Deed with Vendor's Lien, recorded under Document Number 3174333, Hidalgo County Official Records, said 8.350 acres also being more particularly described as follows;

COMMENCING at the Southwest corner of said Lot 5, Section 250;

THENCE, S 81° 04' 56" E along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 260.00 feet to a Nail set for the Southwest corner and POINT OF BEGINNING of this herein described land;

1. THENCE, N 08° 55' 04" E at a distance of 20.00 feet pass a No. 4 rebar found on the existing North right-of-way line of Mile 17 North Road, continuing a total distance of 286.58 feet to an inside corner of this tract, from which a No. 4 rebar found bears S 40° 48' 02" E a distance of 0.18 feet;

2. THENCE, N 81° 04' 56" W a distance of 65.05 feet to an inside corner of this tract;

3. THENCE, S 10° 06' 24" W at a distance of 0.18 feet pass a No. 4 rebar found in line, continuing a total distance of 13.58 feet to a No. 4 rebar found [Northing:16638400.547, Easting:1108942.028] for an outside corner of this tract;

4. THENCE, N 81° 04' 56" W at a distance of 174.67 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 194.67 feet to a Nail set on the West line of said Lot 5, Section 250, for an outside corner of this tract, from which a Nail found bears S 10° 06' 24" W a distance of 0.17 feet;

5. THENCE, N 08° 55' 04" E along the West line of said Lot 5, Section 250 and within the existing right-of-way of Kenyon Road, a distance of 387.00 feet to a Nail set for the Northwest corner of this tract, from which a PK Nail found bears S 02° 52' 53" E a distance of 0.63 feet;

6. THENCE, S 81° 04' 56" E at a distance of 20.00 feet pass a No. 4 rebar set on the existing East right-of-way line of Kenyon Road, continuing a total distance of 660.00 feet to a No. 4 rebar found for the Northeast corner of this tract;

7. THENCE, S 08° 55' 04" W at a distance of 640.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Mile 17 North Road, from which a No. 4 rebar found bears S 81° 04' 56" E a distance of 0.31 feet, continuing a total distance of 660.00 feet to a Nail set on the South line of said Lot 5, Section 250, for the Southeast corner of this tract;

8. THENCE, N 81° 04' 56" W along the South line of said Lot 5, Section 250 and within the existing right-of-way of Mile 17 North Road, a distance of 400.00 feet to the POINT OF BEGINNING and containing 8.350 acres, of which 0.184 of one acre lies within the existing right-of-way of Mile 17 North Road and 0.178 of one acre lies within the existing right-of-way of Kenyon Road, leaving an existing net of 7.988 acres of land, more or less.

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION AND SUPERVISION.

5-18-2022

RUBEN JAMES DE JESUS, R.P.L.S. #6813 DATE

STATE OF TEXAS REGISTERED RUBEN JAMES DE JESUS 6813 PROFESSIONAL LAND SURVEYOR

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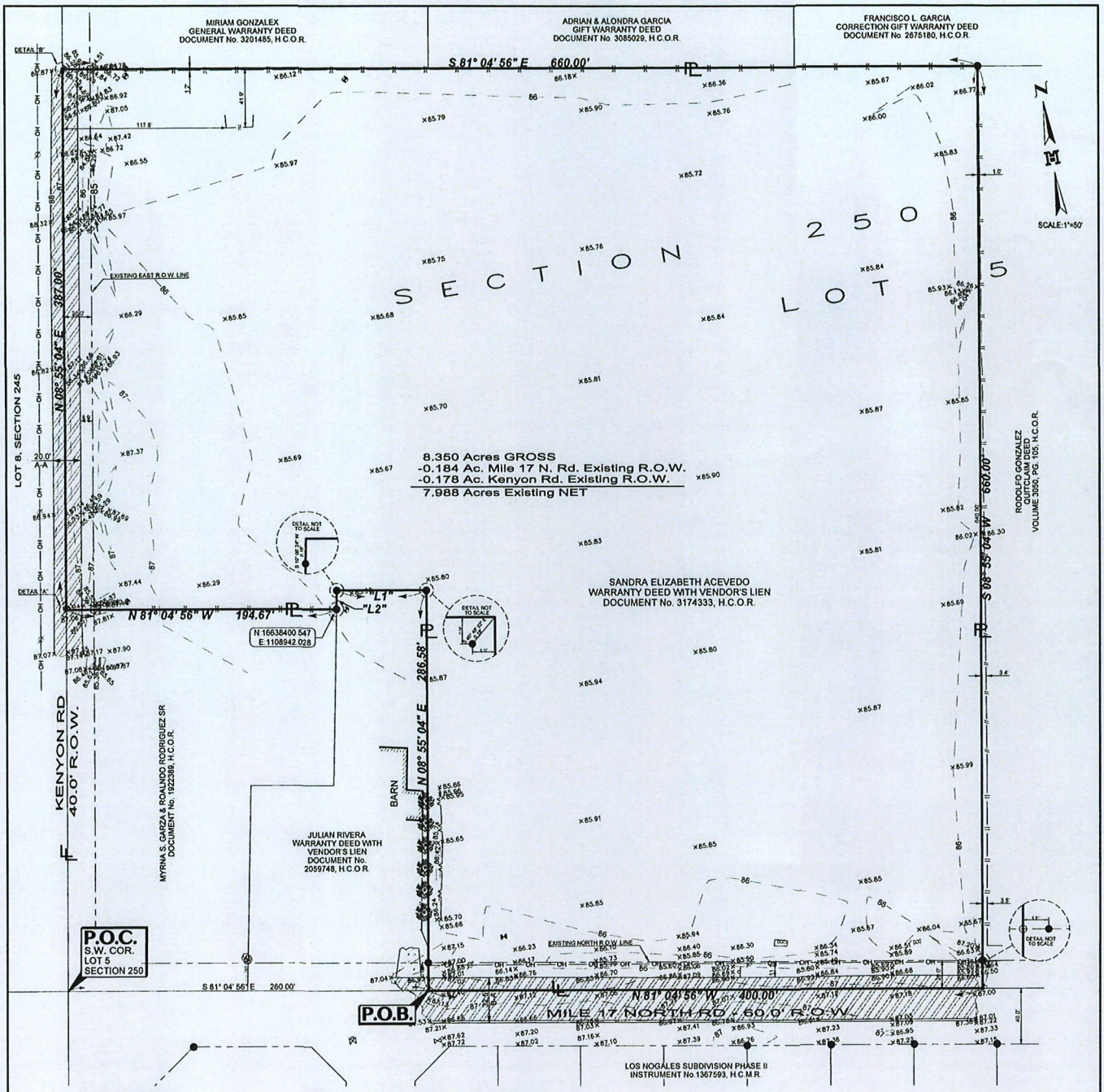



## LEGEND

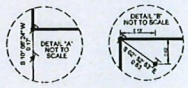
- FOUND No 4 REBAR
- FOUND PK NAIL
- FOUND NAIL
- SET No 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL
- POWER POLE
- SINGLE POST SIGN
- WATER METER
- FLUSH VALVE
- WATER VALVE
- PASTURE VALVE
- IRRIGATION VALVE
- FENCE POST
- 15" PVC
- OH — OH — OVERHEAD POWER LINE
- EDGE OF SWALE
- BLOCK FENCE
- HOG WIRE FENCE
- WOOD FENCE
- SPOTTED WATER LINE (APPROXIMATE LOCATION)
- ASPHALT AREA
- CONCRETE AREA

A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
B-A - BACK OF CURB TO EDGE OF ASPHALT
R.O.W - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
Ac. - OF ONE ACRE

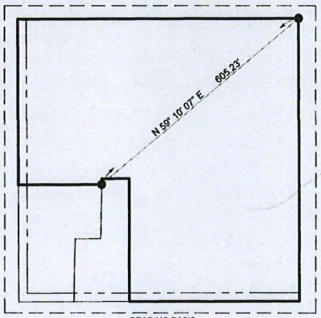
- LOT LINE
- PROPERTY LINE
- OAK TREE

**NOTES:**

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND (NORTHING 16638400.547, EASTING 1108942.028) ON THE OUTSIDE CORNER OF SUBJECT TRACT AND THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SUBJECT TRACT
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT
5. HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CLAIMS A 100' FOOT EASEMENT SOUTH OF SUBJECT TRACT. NO RECORDED EASEMENT WAS FOUND ON PERTAINING DOCUMENT No. 2861111 HIDALGO COUNTY OFFICIAL RECORDS
6. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
7. NO BUILDING SETBACKS SHOWN ON THE RECORDED MAP. FOR FUTURE CONSTRUCTION, CONTACT PLANNING DEPARTMENT OF HIDALGO COUNTY
8. MILE 17 NORTH IS SHOWN AS AN EXPANSION MINOR ARTERIAL 100' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING) THOROUGHFARE
9. KENYON ROAD IS SHOWN AS AN EXISTING COLLECTOR 80' AS PER THE RGV MPO U.M.A.P. (UNITED METROPOLITAN AREA PLANNING) THOROUGHFARE




| Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| "L1" | N 81° 04' 56" W | 65.09' |
| "L2" | S 10° 05' 24" W | 13.58' |




BEARING BASIS
SCALE:1"=200'

**FLOOD ZONE**
**ZONE "X" (SHADED)**
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000

# PLAT SHOWING 8.350 ACRES OUT OF LOT 5, SECTION 250 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 1, PAGE 16, H.C.M.R. HIDALGO COUNTY, TEXAS

STATE OF TEXAS
RUBEN JAMES DE JESUS
6813
REGISTERED PROFESSIONAL LAND SURVEYOR

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

RUBEN JAMES DE JESUS, RPLS No. 6813 DATE: 8.2.2022

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

BOOK: T-1160, PG.8
DATE: 05/18/2022
JOB No. 21206.08
FILE NAME: 21206
DRAWN BY: Y.B.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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May 18, 2022

# METES AND BOUNDS DESCRIPTION
# 8.350 ACRES OUT OF LOT 5, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY HIDALGO COUNTY, TEXAS

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I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 05/12/2022 UNDER MY DIRECTION AND SUPERVISION.

RUBEN JAMES DE JESUS, R.P.L.S. #6813 DATE: 5-28-2023

STATE OF TEXAS REGISTERED RUBEN JAMES DE JESUS 6813 PROFESSIONAL LAND SURVEYOR

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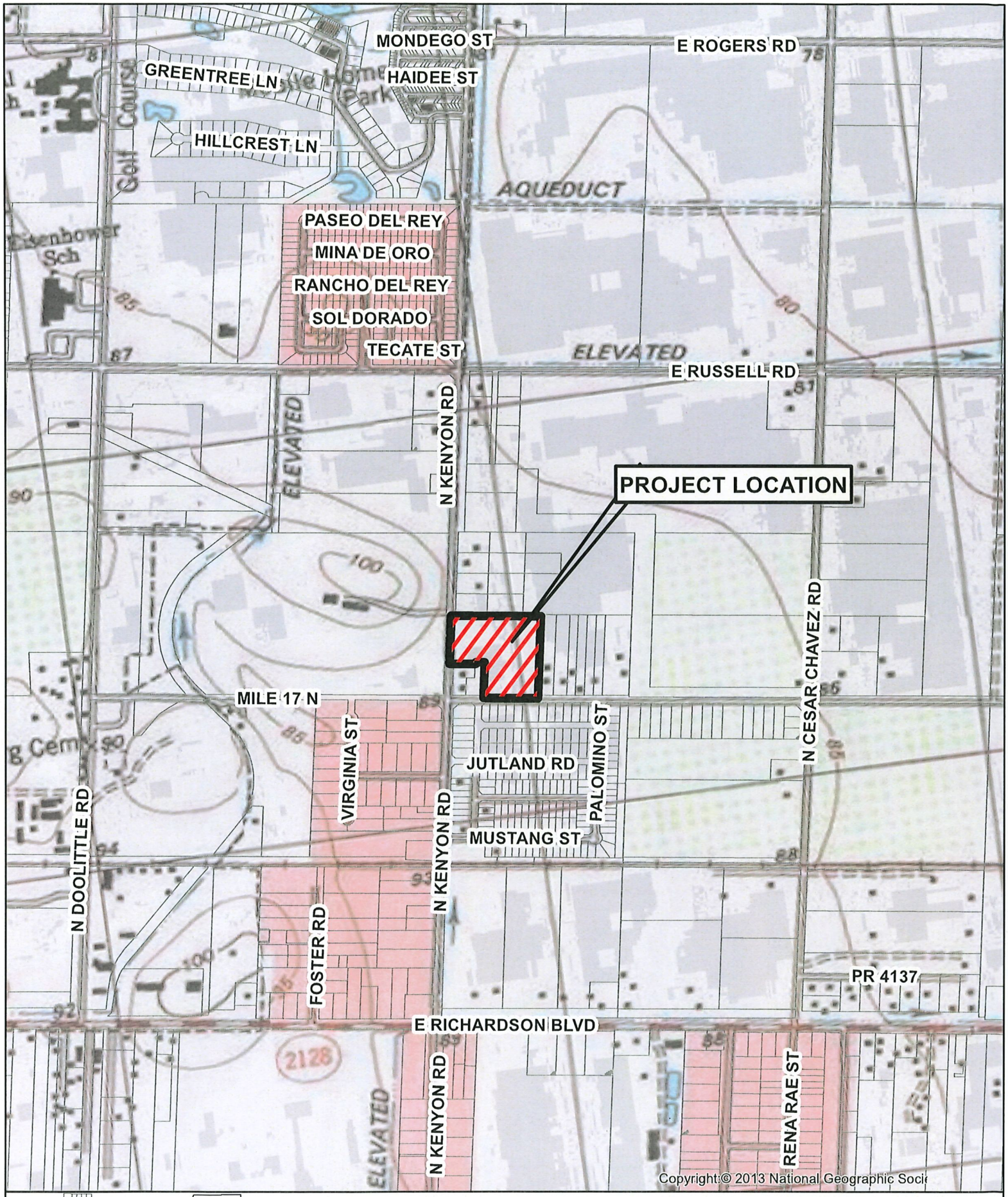


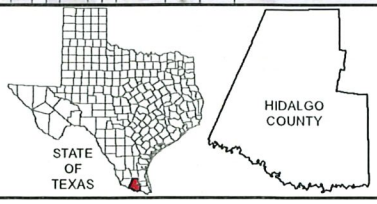


1 inch = 1,000 feet

Feet: 0, 250, 500, 1,000, 1,500, 2,000

Miles: 0, 0.0625, 0.125, 0.25, 0.375, 0.5

**SEA SUBDIVISION**
**CITY OF EDINBURG ETJ**
**HIDALGO COUNTY, TEXAS**
**USGS MAP**

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH. (956) 381-0981
FAX. (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

DATE: 06-18-2022
JOB NO.: 21206.00
DRAWN BY: A. MENA

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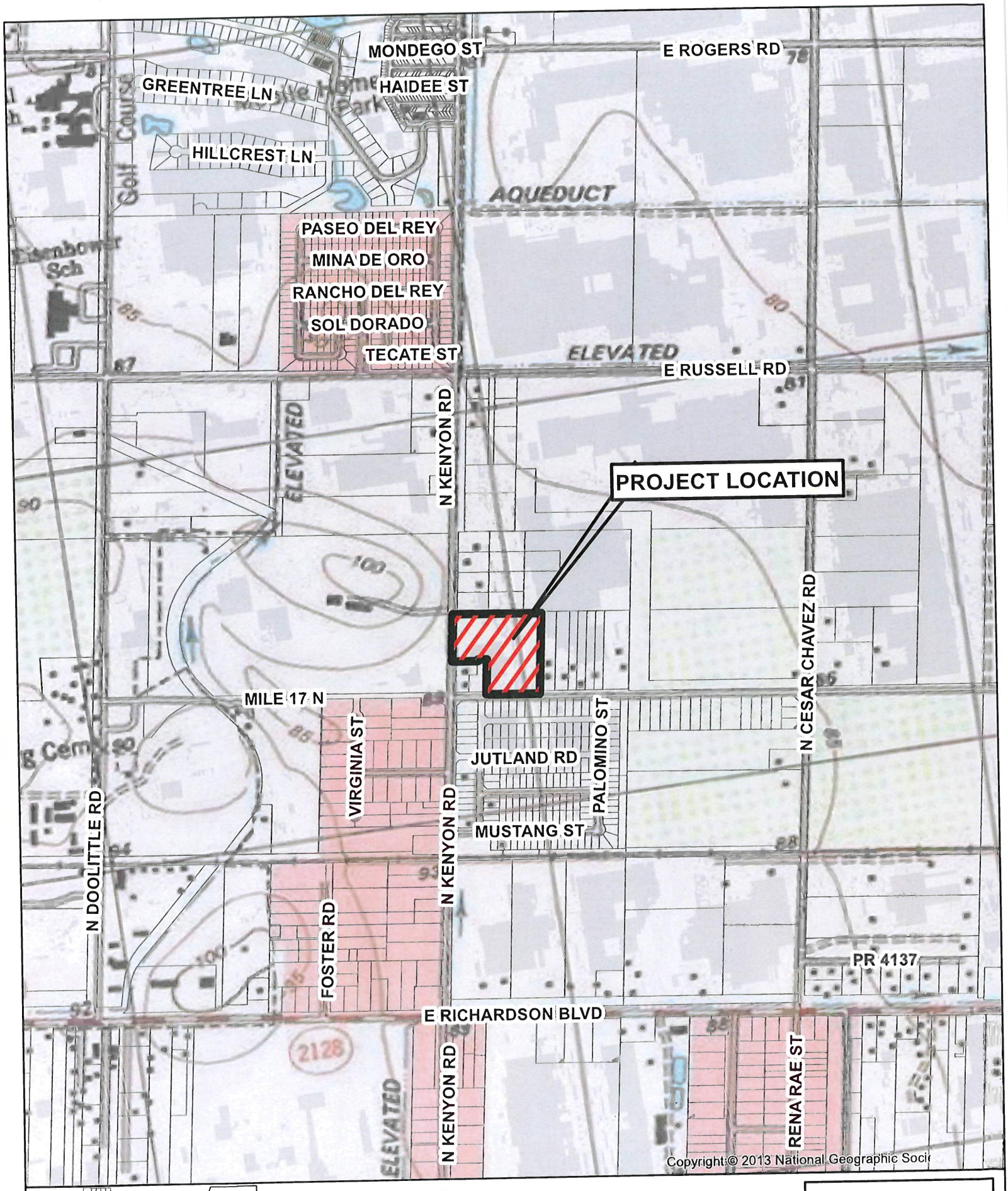


HIDALGO COUNTY

1 inch = 1,000 feet

0 250 500 1,000 1,500 2,000 Feet

SEA SUBDIVISION
CITY OF EDINBURG ETJ
HIDALGO COUNTY, TEXAS

MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH. (956) 381-0981
FX. (956) 381-9808
www.meldenandhunt.com

DATE: 06-18-2022
JOB NO.: 21264.00
DRAWN BY: A. MENA

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**SCHEDULE FOR VOLUNTARY ANNEXATION**
**CITY OF EDINBURG, TEXAS**

| DATE | ACTION/EVENT | LEGAL AUTHORITY |
|---|---|---|
| August 31, 2023<br><br>October 3, 2023 | Submitted petition for annexation<br><br>Resolution to City Council on accepting petition of voluntary annexation | |
| October 3, 2023 | Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for October 17, 2023. (14 days) | TGC 43.0671 |
| September 22, 2023<br><br>Publish notice of public hearing<br><br>AND<br><br>Send notice to school district and to each public entity. | Send notice to the Monitor for publication on **September 22, 2023**, for publication **September 27, 2023**<br><br>Post notice of public hearing on city's website and maintain until hearings are complete<br><br>**School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing.<br><br>**Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing. | TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.** |
| September 27, 2023 | Legal notice for Public Hearing Published for the date of **October 17, 2023** (20 days) | Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673 |
| October 17, 2023 | Public Hearing – Regular City Council Meeting | Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673 |
| October 17, 2023 | First and Final reading of the Ordinance (after public hearing) | TLGC 43.0673 |
| Within 30 days of Final reading | City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar. | Elec. Code 42.0615 |
| Within 60 days of Final Reading of Ordinance | City provides a certified copy of ordinance and maps to:<br>1. County Clerk<br>2. County Appraisal District<br>3. County Tax Assessor Collector<br>4. 911 Addressing<br>5. Sheriff's Office<br>6. City Department Heads<br>7. State Comptroller<br>8. Franchise Holders | |

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
PETITION
Agenda Item No: 10.A.
Petition-Hollywood Development and Construction LLC

1. **Agenda Item:**
Consider the Petition Providing for the Voluntary Annexation of 46.92 Acres Tract of Land, More or Less, Out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and Out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas and is Located at 5300 South Raul Longoria Road, as Requested by Rio Delta Engineering on Behalf of Hollywood Development and Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 46.92-acre tract is currently vacant and a portion is Right-of-Way along South Raul Longoria Road. The proposed development is located 770 feet south of East Alberta Road. Utility and Sewer Services will be provided by North Alamo Water Supply Corporation CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, engineering, Fire, Police, Solid Waste and other City Department will be provided.

The City has received a Preliminary Plat application for Imperio Trails Subdiviison at the subject property for a single-family development and will be presented to Planning and Zoning Commission on October 10, 2023.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter. Should the petition be approved, final approval of the annexation will be scheduled for consideration by City Council on October 17, 2023.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may be ordinance annex such territory. Based on the preceding provision, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the November 9, 2023 regular meeting.

If the City Council would like to proceed with accepting the Petition for Voluntary Annexation, approval of the ordinance on November 9, 2023 will conclude the Voluntary Annexation process.

The proposed Voluntary Annexation Petition falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

3. **Staff's Recommendation:**
Staff recommends for the City Council to accept the Petition for the Voluntary Annexation of 46.92 acres tract of land, more or less, out of Lots 13, 14, 15 and 16, Block 1, John Closner, Subdivision and out of Lot 9, Block 51, Alamo Land and Sugar Company Subdivision, Hidalgo County Map Records, Hidalgo County, Texas.

**Reviewed by:**

**Prepared by:**
Jaime Acevedo
Director of Planning & Zoning

**Attachments:**

A. Staff Report

**Planning & Zoning**
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

# Voluntary Annexation Petition

**ENERGOV CASE #** _____

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

**BEING 46.92 ACRES OUT OF LOTS 13, 14, 15, AND 16, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, VOLUME 1, PAGE 24-26 MAP RECORDS OF HIDALGO COUNTY, TEXAS.**

**Jorge Valdez**
Owner's Name (Print)

Owner (Signature)

**September 21, 2023**
Date

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared **Jorge Valdez**, whom stated upon his oath the following:

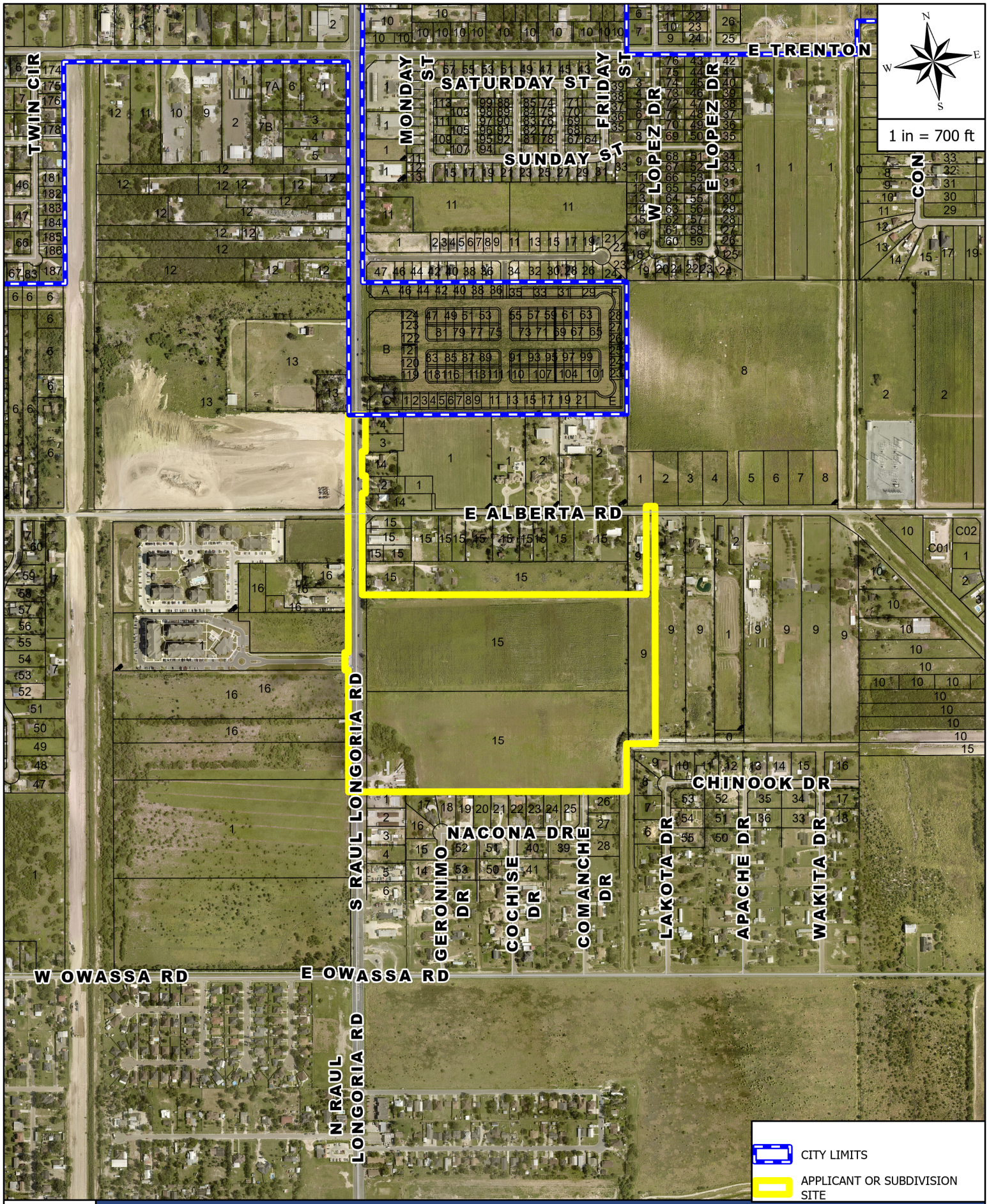
***My name is Jorge Valdez, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.***

Further affiant sayeth not.

SWORN TO and subscribed before me on this the **21st** day of **September**, 20 **23**.

Notary Public in and for the State of Texas

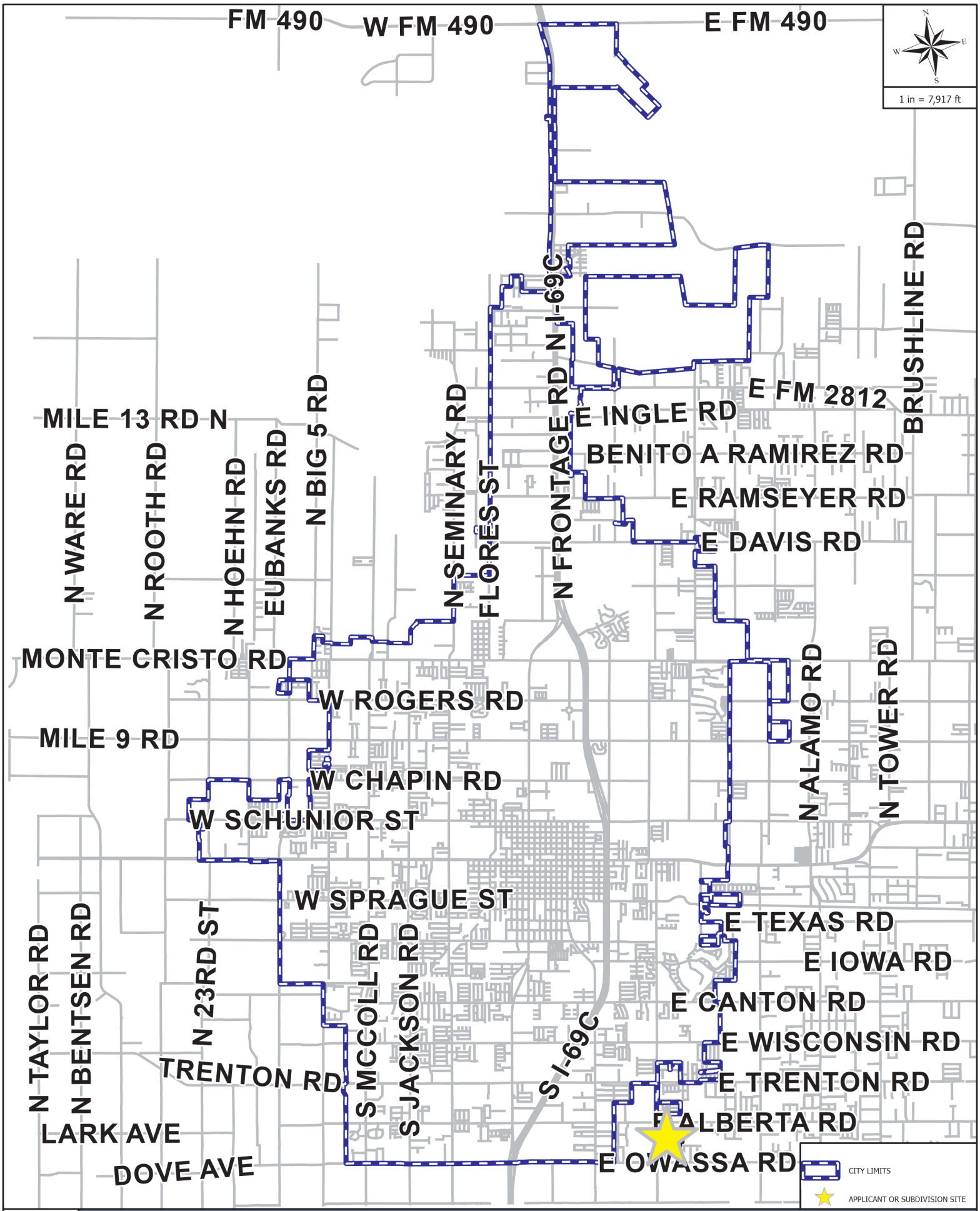
ISABEL ORTIZ
My Notary ID # 129601527
Expires October 22, 2025




# AERIAL MAP

## APPLICANT AND/OR SUBDIVISION:

HOLLYWOOD DEVELOPMENT 40 ACRES ANNEXATION




**EDINBURG NEW DEVELOPMENT MAP**

**APPLICANT AND/OR SUBDIVISION:**

HOLLYWOOD DEVELOPMENT 40 ACRES ANNEXATION

**EXHIBIT "A"**
**TRACT 1 – 46.92 ACRES**
**OUT OF LOT 13, 14, 15 AND 16, BLOCK 1**
**JOHN CLOSNER, ET. AL, SUBDIVISION**
**VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS**
**AND OUT OF LOTS 8 AND 9, BLOCK 51,**
**ALAMO LAND AND SUGAR COMPANY SUBDIVISION**
**VOLUME 1, PAGE 24-26, MAP RECORDS OF**
**HIDALGO COUNTY, TEXAS**
**FIELD NOTES**

BEING 46.92 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 46.92 ACRES BEING OUT OF LOTS 13, 14, 15 AND 16, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND SAID 46.92 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 4, J&M No. 2, RECORDED UNDER INSTRUMENT NUMBER 2761272, MAP RECORDS OF HIDALGO COUNTY TEXAS, SAME BEING ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

**THENCE,** S 08° 33' 28" W ALONG THE WEST LINE OF LOTS 3 AND 4, OF SAID J&M No. 2, AND THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE SOUTHWEST CORNER OF SAID LOT 3, A DISTANCE OF 208.71 FEET TO A 1/2-INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 81° 26' 32" W ALONG THE SOUTH LINE OF SAID LOT 3, TO A CALCULATED POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 08° 33' 28" W ACROSS SAID LOT 14, BLOCK 1, SAME BEING THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 137.74 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 81° 26' 32" E ACROSS SAID LOT 14, BLOCK 1, TO THE NORTHWEST CORNER OF LOT 2 OF SAID J&M No. 2, A DISTANCE OF 20.00 FEET A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 08° 33' 28" W ALONG THE WEST LINE OF SAID LOT 2, SAME BEING THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE SOUTHWEST CORNER OF SAID LOT 2, A DISTANCE OF100.00 FEET TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 81° 26' 32" W ACROSS THE SAID LOT 14, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET, TO A 1/2 -INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 08° 33' 28" W ACROSS SAID LOTS 14 AND 15, BLOCK 1, ALONG THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426) PASSING AT A DISTANCE OF 80.00 FEET, THE SOUTH LINE OF SAID LOT 14 BLOCK 1, SAME BEING THE NORTH LINE OF SAID LOT 15, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 579.60 FEET TO A TO A 1/2 -INCH IRON ROD FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 81° 26' 32" E ACROSS THE SAID LOT 15 BLOCK 1, AND LOT 9 BLOCK 51, SAME BEING ALONG THE SOUTH LINE OF A 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, RECORDED UNDER DOCUMENT NUMBER 1726952, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTH LINE OF A 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, FOR A TOTAL DISTANCE OF 1,621.20 FEET TO THE SOUTHEAST CORNER OF A 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR A CORNER OF THE HEREN DESCRIBED TRACT;

**THENCE,** N 08° 33' 28" E ACROSS THE SAID LOTS 8 AND 9, BLOCK 51, SAME BEING ALONG THE EAST LINE OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, PASSING AT A DISTANCE OF 442.60 FEET, A 1/2 -INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 502.60 FEET TO A CALCULATED POINT AT THE NORTH RIGHT-OF-WAY LINE OF E ALBERTA ROAD, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 81° 26' 32" E ACROSS THE SAID LOT 8, BLOCK 51, SAME BEING ALONG THE EXISTING NORTH RIGHT-OF-WAY OF ALBERTA ROAD, A DISTANCE OF 50.00 FEET TO A CALCULATED POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 08° 33' 28" W ACROSS THE SAID LOTS 8 AND 9, BLOCK 51, ALONG THE WEST LINE OF SAID 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, PASSING AT A DISTANCE OF 60.00 FEET, A 1/2-INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, PASSING AT A DISTANCE OF 1,277.50 FEET, A 1/2- INCH IRON ROD SET AT THE APPARENT NORTH LINE OF A HIDALGO COUNTY DRAINAGE DITCH, AND CONTINUING FOR A TOTAL DISTANCE OF 1,357.50 FEET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 81° 26 32" W TO THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, A DISTANCE OF 165.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 08° 33' 28" W ALONG THE DIVIDING LINE OF SAID LOT 15, BLOCK 1, AND SAID LOT 9, BLOCK 51, TO THE SOUTHEAST CORNER OF SAID LOT 15, BLOCK 1, A DISTANCE OF 272.00 FEET, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 81° 26' 32" W ALONG THE SOUTH LINES OF SAID LOTS 15 AND 16, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 40.00 FEET, A 1/2 -INCH IRON ROD SET AT THE APPARENT WEST LINE OF SAID HIDALGO COUNTY DRAINAGE DITCH, PASSING AT A DISTANCE OF 1,506.20 FEET A 1/2 -INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 1,546.00 FEET, THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK , AND CONTINUING FOR A TOTAL DISTANCE OF 1,586.20 FEET, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 08° 33' 28" E ACROSS THE SAID LOT 16, BLOCK 1, SAME BEING ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 698.80 FEET TO A CALCULATED POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 81° 26' 32" W ACROSS THE SAID LOT 16, BLOCK 1, TO THE SOUTHEAST CORNER OF LOT 1, STARLIGHT SUBDIVISION, RECORDED UNDER INSTRUMENT NUMBER 3045648, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 20.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 08° 33' 28" E ALONG THE EAST LINE OF SAID LOT 1, SAME BEING THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), TO THE NORTHEAST CORNER OF SAID LOT 1, A DISTANCE OF 100.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 81° 26' 32" E ACROSS THE SAID LOT 16, BLOCK 1, TO A CALCULATED POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 20.00 FEET TO A 1/2- INCH IRON ROD SET, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 08° 33' 28" E ACROSS THE SAID LOTS 13 AND 16, BLOCK 1, ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD (F.M. 1426), PASSING AT A DISTANCE OF 790.70 FEET THE NORTH LINE OF SAID LOT 16, BLOCK 1, SAME BEING THE SOUTH LINE OF SAID LOT 13, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 1,354.15 FEET TO A 1/2- INCH IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 81° 26 32" E ACROSS THE SAID LOT 13 AND 14, BLOCK 1, PASSING AT A DISTANCE OF 40.00 FEET, THE EAST LINE OF SAID LOT 16, BLOCK 1, SAME BEING THE WEST LINE OF SAID LOT 14, BLOCK 1, AND CONTINUING A TOTAL DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING AND CONTAINING 46.92 ACRES OF LAND, MORE OR LESS.**

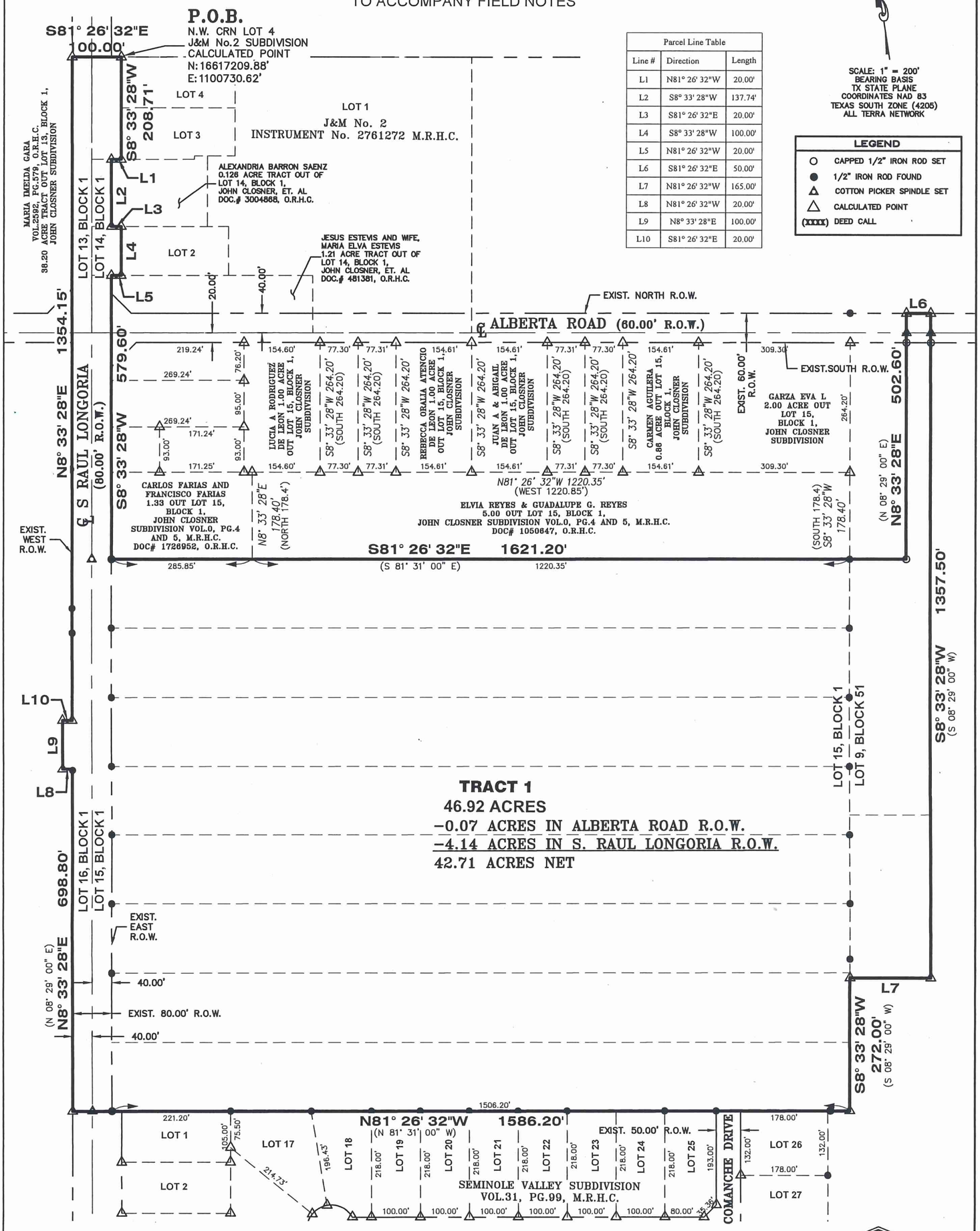
I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELD NOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

9/13/23

IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
RIO DELTA ENGINEERING
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE
EDINBURG, TEXAS 78539

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"
TRACT 1 - 46.92 ACRES
OUT OF LOTS 13, 14, 15, 16, BLOCK 1, JOHN CLOSNER, ET. AL,SUBDIVISION
VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS
AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION,
VOLUME 1, PAGE 24-26, MAP RECORDS OF HIDALGO COUNTY TEXAS
TO ACCOMPANY FIELD NOTES




| Parcel Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | N81° 26' 32"W | 20.00' |
| L2 | S8° 33' 28"W | 137.74' |
| L3 | S81° 26' 32"E | 20.00' |
| L4 | S8° 33' 28"W | 100.00' |
| L5 | N81° 26' 32"W | 20.00' |
| L6 | S81° 26' 32"E | 50.00' |
| L7 | N81° 26' 32"W | 165.00' |
| L8 | N81° 26' 32"W | 20.00' |
| L9 | N8° 33' 28"E | 100.00' |
| L10 | S81° 26' 32"E | 20.00' |

SCALE: 1" = 200'
BEARING BASIS
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
ALL TERRA NETWORK

**LEGEND**

- ○ CAPPED 1/2" IRON ROD SET
- ● 1/2" IRON ROD FOUND
- △ COTTON PICKER SPINDLE SET
- △ CALCULATED POINT
- (XXXX) DEED CALL

SURVEYOR'S NOTES:

1) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2) THE PROPERTY SHOWN IS IN ZONE 'AH', AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO. 480334 0425 C, DATED NOVEMBER 2, 1982.

3) SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING AUGUST 2023, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY MON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

9/13/23

IVAN GARCIA DATE
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

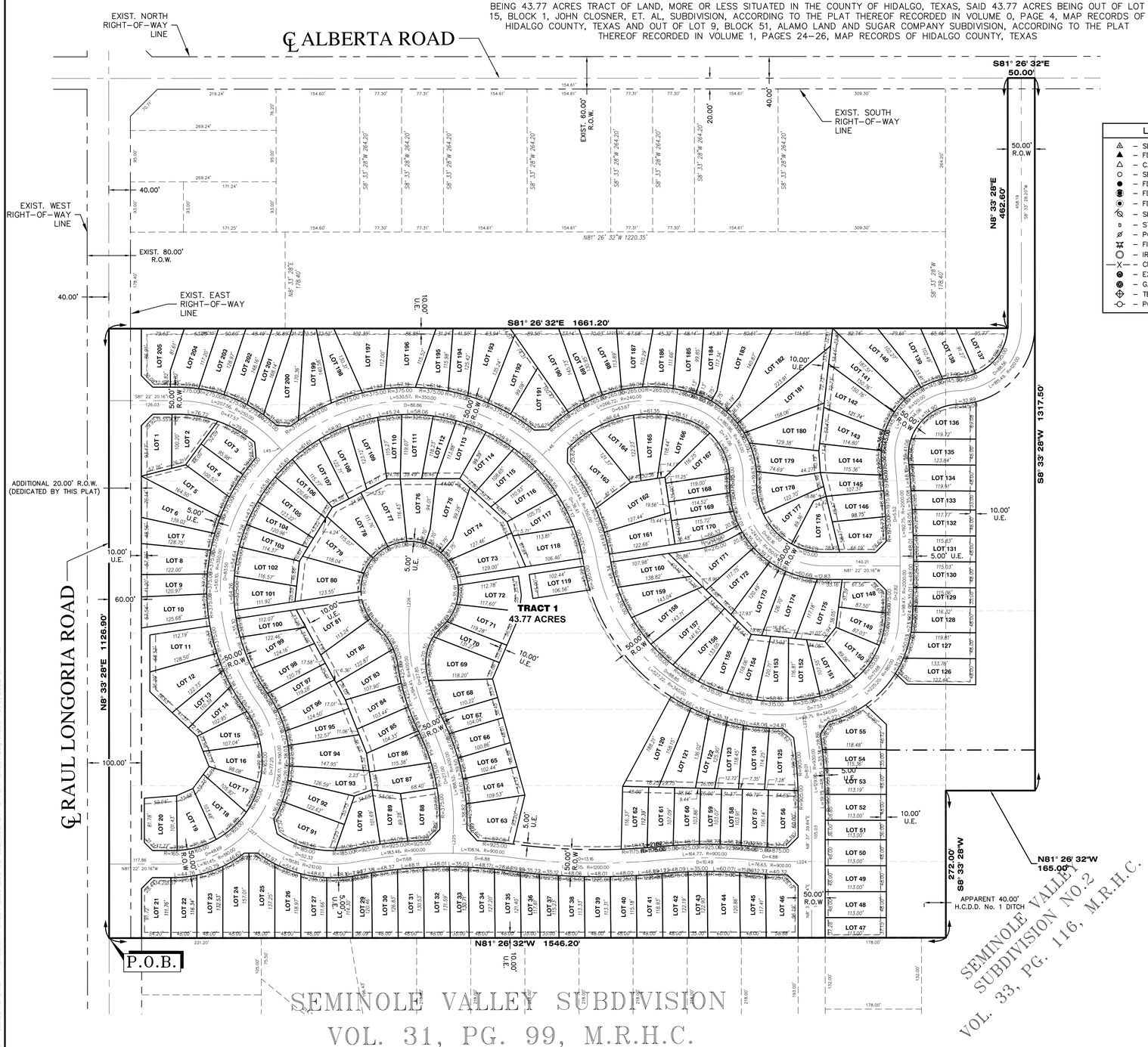
**RIO DELTA ENGINEERING**
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE: SEPTEMBER 2023
PROJECT: SUB 22 033
PAGE: 1 OF 3

DATE OF PREPARATION: OCTOBER 2, 2023

# IMPERIO TRAILS SUBDIVISION

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION, according TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS OF HIDALGO COUNTY, TEXAS



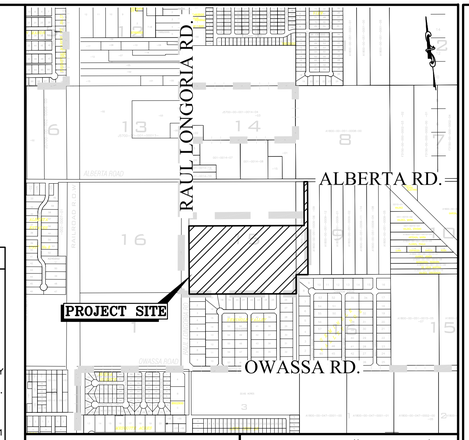

SCALE: 1"=100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

## LEGEND

- SET C–P–S
- FD. C–P–S
- CALCULATED POINT
- SET 1/2" IRON ROD
- FD. 1/2" IRON ROD
- FD. 5/8" IRON ROD
- FD. 60–D NAIL
- SET PK NAIL
- STORM INLET
- POWER POLE
- FIRE HYDRANT
- IRR. STAND PIPE
- CHAIN LINK FENCE
- EXIST. WATER METER
- GAS SPOTTING
- TELEPHONE PEDESTAL
- POWER POLE

## ABBREVIATION LEGEND

| | |
|---|---|
| F.B.S.L. | FRONT BUILDING SETBACK LINE |
| R.B.S.L. | REAR BUILDING SETBACK LINE |
| S.B.S.L. | SIDE BUILDING SETBACK LINE |
| R.O.W. | RIGHT–OF–WAY |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| S.W.C. | SOUTHWEST CORNER |
| F.T. | FARM TRACT |
| F.M. | FARM–TO–MARKET |
| C.P.&L. | CENTRAL POWER & LIGHT CO. |
| D.R.H.C. | DEED RECORDS OF HIDALGO COUNTY |
| U.E. | UTILITY EASEMENT |
| M.H.W.S.C. | MILITARY HWY WATER SUPPLY CORP. |
| O.S.S.F. | ON–SITE SEWAGE FACILITY |
| ℄ | CENTER LINE |
| ⊥ | LOT LINE |
| H.C.D.D.#1 | HIDALGO COUNTY DRAINAGE DIST. #1 |




LOCATION MAP | SCALE: 1"=1,000'

## METES AND BOUNDS:

BEING 43.77 ACRES TRACT OF LAND, MORE OR LESS SITUATED IN THE COUNTY OF HIDALGO, TEXAS, SAID 43.77 ACRES BEING OUT OF LOT 15, BLOCK 1, JOHN CLOSNER, ET. AL, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 43.77 ACRES TRACT ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** ON A COTTON PICKER SPINDLE SET AT THE SOUTHWEST CORNER OF SAID LOT 15, BLOCK 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 08° 33' 28" E ALONG THE WEST LINE OF SAID LOT 15, BLOCK 1 AND WITHIN THE EXISTING RIGHT-OF-WAY OF S. RAUL LONGORIA ROAD, A DISTANCE OF 1,126.90 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 81° 26' 32" E PASSING AT A DISTANCE OF 40.00 FEET, A 1/2 -INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD AND THE SOUTHWEST CORNER OF A 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, RECORDED UNDER DOCUMENT NUMBER 1726952, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 325.85 FEET, THE SOUTHEAST CORNER OF SAID 1.33-ACRE TRACT CONVEYED TO CARLOS FARIAS AND FRANCISCO FARIAS, SAME BEING THE SOUTHWEST CORNER OF A 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, RECORDED UNDER DOCUMENT NUMBER105047, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,546.00 FEET THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, AND THE SOUTHEAST CORNER OF SAID 5.00-ACRE TRACT CONVEYED TO ELVIA REYES & GUADALUPE G. REYES, SAME BEING THE SOUTHWEST CORNER OF A 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, RECORDED UNDER DOCUMENT NUMBER 1625942, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND CONTINUING FOR A TOTAL DISTANCE OF 1,661.20 FEET TO THE SOUTHEAST CORNER OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR AN INTERIOR CORNER OF THE HEREN DESCRIBED TRACT;

**THENCE,** N 08° 33' 28" E ALONG THE EAST LINE OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, PASSING AT A DISTANCE OF 442.60 FEET, A 1/2 -INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OFWAY LINE OF ALBERTA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 462.60 FEET TO A COTTON PICKER SPINDLE SET AT THE NORTH LINE OF SAID LOT 9, BLOCK 51 AND NORTHEAST CORNER OF SAID 1.22-ACRE TRACT CONVEYED TO SYLVIA GARZA, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 81° 26' 32" E ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 51 AND WITHIN THE EXISTING RIGHT-OF-WAY OF ALBERTA ROAD, TO THE NORTHWEST CORNER OF A 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, RECORDED UNDER DOCUMENT NUMBER 2557985, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 50.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** S 08° 33' 28" W ALONG THE WEST LINE OF SAID 5.00-ACRE TRACT CONVEYED TO FERNANDO MATA, PASSING AT A DISTANCE OF 20.00 FEET, A 1/2- INCH IRON ROD SET AT THE EXISTING SOUTH RIGHT-OF-WAY LINE OF ALBERTA ROAD, PASSING AT A DISTANCE OF 1,277.50 FEET, A 1/2- INCH IRON ROD SET AT THE APPARENT NORTH LINE OF A HIDALGO COUNTY DRAINAGE DITCH, AND CONTINUING FOR A TOTAL DISTANCE OF 1,317.50 FEET TO THE NORTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 81° 26' 32" W TO THE DIVIDING LINE OF SAID LOT 15, BLOCK 1 AND SAID LOT 9, BLOCK 51, A DISTANCE OF 165.00 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; THENCE, S 08° 33' 28" W ALONG THE DIVIDING LINE OF SAID LOT 15, BLOCK 1, AND SAID LOT 9, BLOCK 51, TO THE SOUTHEAST CORNER OF SAID LOT 15, BLOCK 1, A DISTANCE OF 272.00 FEET, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE,** N 81° 26' 32" W ALONG THE SOUTH LINE OF SAID LOT 15, BLOCK 1, PASSING AT A DISTANCE OF 40.00 FEET, A 1/2 -INCH IRON ROD SET AT THE APPARENT WEST LINE OF SAID HIDALGO COUNTY DRAINAGE DITCH, PASSING AT A DISTANCE OF 1,506.20 FEET, A 1/2 -INCH IRON ROD FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF S. RAUL LONGORIA ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1,546.20 FEET TO THE **POINT OF BEGINNING AND CONTAINING 43.77 ACRES, OF WHICH 0.02 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF ALBERTA ROAD AND 1.03 ACRES LIE WITHIN EXISTING RIGHT-OF-WAY OF S. RAUL LONGORIA ROAD, LEAVING A NET OF 42.72 ACRES OF LAND, MORE OR LESS.**

## STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF CITY OF DONNA & HIDALGO COUNTY, TEXAS.

IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

STATE OF TEXAS REGISTERED IVAN GARCIA 6496 PROFESSIONAL LAND SURVEYOR

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

PRINCIPAL CONTACTS:

| NAME | ADDRESS | | PHONE & FAX | |
|---|---|---|---|---|
| OWNER(S): HOLLYWOOD DEVELOPMENT AND CONSTRUCTION, LLC. | 2516 BUDDY OWENS BOULEVARD | MCALLEN, TX. 78504 | | |
| SURVEYOR: IVAN GARCIA P.E., R.P.L.S. | 921 S. 10TH AVENUE | EDINBURG, TX. 78539 | (956) 380–5152 | (956) 380–5083 |
| ENGINEER: IVAN GARCIA P.E., R.P.L.S. | 921 S. 10TH AVENUE | EDINBURG, TX. 78539 | (956) 380–5152 | (956) 380–5083 |


RIO DELTA ENGINEERING
FIRM REGISTRATION No. F–7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956–380–5152 (FAX) 956–380–5083

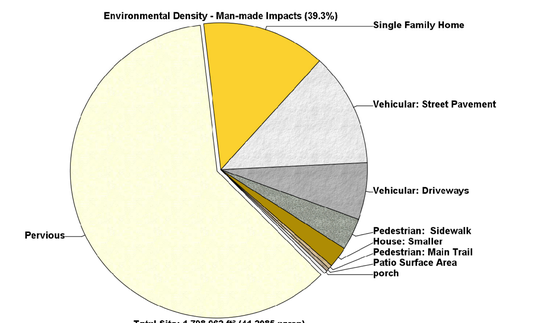

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF **IVAN GARCIA, P.E. 115662 ON OCTOBER 2, 2023** IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR: **PRELIMINARY**

PROJECT

# PLAT SHEET
## IMPERIO TRAILS SUBDIVISION
CITY O EDINBURG
HIDALGO COUNTY, TEXAS

| | |
|---|---|
| ENGINEER: | IVAN GARCIA P.E. R.P.L.S. |
| SURVEYOR: | IVAN GARCIA P.E. R.P.L.S. |
| CHECKED: | IVAN GARCIA P.E. R.P.L.S. |
| DRAWN: | DANIEL RODRIGUEZ E.I.T. |
| SCALE: | 1" = 100' |
| DATE: | OCTOBER 2, 2023 |
| PROJECT: | SUB 22 033 |
| REVISIONS: | |
| PAGE NO: | 1–OF–2 |




Total Site: 1,798,962 ft² (41.2985 acres)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| porch | 0.3% | 6,234 ft² | (0.1431 acres) | Patio Surface Area | 0.4% | 6,902 ft² | (0.1584 acres) |
| Pedestrian: Main Trail | 0.4% | 7,101 ft² | (0.1630 acres) | House: Smaller | 2.3% | 42,000 ft² | (0.9642 acres) |
| Pedestrian: Sidewalk | 3.5% | 63,155 ft² | (1.4498 acres) | Vehicular: Driveways | 6.3% | 112,823 ft² | (2.5901 acres) |
| Vehicular: Street Pavement | 12.5% | 224,473 ft² | (5.1532 acres) | Single Family Home | 13.6% | 245,086 ft² | (5.6264 acres) |
| Pervious | 60.7% | 1,091,188 ft² | (25.0502 acres) | | | | |

# IMPERIO RAUL LONGORIA NEIGHBORHOOD

## Hollywood Development & Construction, LLC.

## Legend:

| | |
|---|---|
| Single Family Lots | 204 |
| Average Lot Size | 5,846.4 Sq. Ft. |
| Smallest Lot | 4,000.7 Sq. Ft. |
| Length of Street | 6,755.83 Linear Feet |
| Park – Commons | 5.85248 Acres |

Rick Harrison Site Design Studio
8832 7th Avenue N
Golden Valley, MN 55427
LandMentor
Land Development Technology

Coving:

This technology enabled advanced form of single-family plat geometry is used to reduce infrastructure length while also increasing average lot size. Coved platting gains efficiency by exceeding the minimum setbacks of the regulations. This is why homes are generally setback more than the minimums in both front and rear yards. The streetscape becomes an exciting park-like setting void of monotony, as indicated by the darker green shading on the site plan. Average side yards also increase when homes are at angles to each other. For homes without garages the parking is on the sites of the homes in a zero-lot line style with 'use' easement to allow parking. This method creates a more attractive and less vehicular cluttered neighborhood. Expanded views from within the homes increase because of the extra space and the angled relationships between the homes. The front setback line defines where the home will be built indicated by an extra side yard dimension to the setback when it is beyond the regulator minimum. The extra setback also allows an elegant and inviting meandering walk system set in public access easements. The total 'coved' front yards is 8.77 acres (21% of the total site area).

**SCHEDULE FOR VOLUNTARY ANNEXATION**
**CITY OF EDINBURG, TEXAS**

| DATE | ACTION/EVENT | LEGAL AUTHORITY |
|---|---|---|
| August 7, 2023<br><br>October 17, 2023 | Submitted petition for annexation<br><br>Resolution to City Council on accepting petition of voluntary annexation | |
| October 17, 2023 | Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for November 2, 2023. (16 days) | TGC 43.0671 |
| October 10, 2023<br><br>Publish notice of public hearing<br><br>AND<br><br>Send notice to school district and to each public entity. | Send notice to the Monitor for publication on **<u>October 10, 2023</u>**, for publication **<u>October 13, 2023</u>**<br><br>Post notice of public hearing on city's website and maintain until hearings are complete<br><br>**School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing.<br><br>**Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing. | TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.** |
| October 13, 2023 | Legal notice for Public Hearing Published for the date of **November 2, 2023** (20 days) | Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673 |
| November 2, 2023 | Public Hearing – Regular City Council Meeting | Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673 |
| November 2, 2023 | First and Final reading of the Ordinance (after public hearing) | TLGC 43.0673 |
| Within 30 days of Final reading | City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar. | Elec. Code 42.0615 |
| Within 60 days of Final Reading of Ordinance | City provides a certified copy of ordinance and maps to:<br>1. County Clerk<br>2. County Appraisal District<br>3. County Tax Assessor Collector<br>4. 911 Addressing<br>5. Sheriff's Office<br>6. City Department Heads<br>7. State Comptroller<br>8. Franchise Holders | |

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
CONTRACTUAL
Agenda Item No: 11.A.
Interlocal Agreement-Storm Sewer and Sanitary Sewer Infrastructure

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Improvements of Storm Sewer and Sanitary Sewer Infrastructure at the Boundary of City of Edinburg and City of McAllen City Limits. [Mardoqueo Hinojosa, P.E., CFM]

2. **Description:**
City staff is requesting an interlocal agreement between the City of Edinburg and the City of McAllen to incorporate drainage infrastructure improvements for Hobbs Drive into the City of McAllen's 2nd Street Drainage Project. During the construction of the City of McAllen Drainage Improvements, a conflict between the proposed drainage line with the existing City of Edinburg sanitary sewer line was encountered within the McAllen city limits.

The City of Edinburg would agree to participate with the City of McAllen in the cost of construction in the amount of $63,936.28. By participating in the cost of this project, the City of McAllen agrees to allow Edinburg to discharge their proposed storm sewer drainage into McAllen's storm sewer system.

The project is anticipated to be completed before the end of year 2023.
Improvements along Hobbs Drive $38,946.00
Sanitary Sewer line adjustments $24,990.28
For a total amount of $63,936.28

Funding in the amount of $38,946.00 is available in the Capital Projects General Fund and $24,990.28 is available in the FY23-24 Systems Sanitary Sewer Operating Budget.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into an Interlocal Agreement Between the City of Edinburg and the City of McAllen for the Improvements of Storm Sewer and Sanitary Sewer Infrastructure at the Boundary of City of Edinburg and City of McAllen City Limits.

**Reviewed by:**

**Prepared by:**
Mardoqueo Hinojosa
City Engineer

**Attachments:**
A. Interlocal Agreement City of Edinburg and City of McAllen

STATE OF TEXAS §

COUNTY OF HIDALGO §

# INTERLOCAL AGREEMENT BETWEEN CITY OF McALLEN AND CITY OF EDINBURG

This Interlocal Agreement ("Agreement") is made and entered on September _____, 2023, by and between the CITY OF McALLEN ("McAllen") and the CITY OF EDINBURG ("Edinburg") with each referred to as a "Party" and collectively referred to as the "Parties." The Agreement is made pursuant to the provisions of the Texas Interlocal Cooperation Act and governs the installation of certain storm sewer drainage infrastructure improvements (the "Project") by the Parties as set forth as follows:

## WITNESSETH:

**WHEREAS,** McAllen is installing storm sewer drainage infrastructure improvements in the vicinity of North 2nd Street and Northgate Lane and immediately adjacent to the territorial limits of Edinburg; and,

**WHEREAS**, Edinburg desires to make improvements to its storm sewer drainage system within its city limits.by accessing McAllen's newly installed storm sewer drainage system; and,

**WHEREAS**, McAllen's newly installed storm sewer drainage system is designed to accept contributing runoff due to the overlapping of the existing drainage areas; and,

**WHEREAS**, Edinburg desires to make storm sewer improvements for drainage runoff originating from a portion of the territorial limits of Edinburg to be intercepted and conveyed to McAllen's storm sewer drain and outfall; and,

**WHEREAS**, the Project will require coordination between the Parties and associated costs that impact both McAllen and Edinburg; and,

**WHEREAS**, McAllen and Edinburg are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties expressed herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. McAllen agrees to allow Edinburg to discharge their proposed storm sewer drainage into McAllen's storm sewer system as depicted in Exhibit "A".

2. McAllen will install the storm sewer drainage improvements in accordance with signed and sealed engineered plans developed by Edinburg and provided to McAllen.

3. Edinburg agrees that it shall be responsible and make payment to McAllen for costs in the amount of $38,946.00 and all overruns related to the Project.

4. Edinburg further agrees that it shall make payment to McAllen for the additional amount of one-third (1/3) of the total cost of $74,970.83 to adjust a City of Edinburg sanitary sewer line in conflict with the installation of the City of McAllen's proposed storm sewer infrastructure.

5. Edinburg agrees that it shall reimburse and make payment in full to the City of McAllen for all costs associated with the Project in addition to the one-third amount to adjust the sanitary sewer line in conflict no later than 30 days after McAllen has completed its obligations to the Project.

6. Following completion of the Project, each Party agrees to the maintenance of its own respective storm sewer drainage system and not to the other Party.

6. The Parties agree to coordinate work schedules in order to provide minimal disruption to the public and to the operational and fiscal affairs of the Parties and will use their best efforts to complete the Project as soon as reasonably possible from the execution of this Agreement.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

8. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. No waiver by any Party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the Parties and not otherwise.

11. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. The Parties 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.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall not be assignable.

17. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

*Remainder of page intentionally left blank*
*Signature page on next page*

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

**CITY OF MCALLEN**

_____
Roel "Roy" Rodriguez, P.E.
City Manager

Attest:

_____
Perla Lara, TRMC/CMC, CPM
City Secretary

_____
Isaac J. Tawil, City Attorney

**CITY OF EDINBURG**

_____
Myra L. Ayala
City Manager

# EXHIBIT "A"

**LEGEND**

- CITY OF McALLEN STORM SEWER
- CITY OF EDINBURG STORM SEWER
- CITY OF EDINBURG SANITARY SEWER RELOCATION EXTENTS (APPROX.)

## MAP: NORTHGATE LANE DRAINAGE IMPROVEMENTS (02-23-C16-325)
## CITY OF EDINBURG STORM SEWER INTERCONNECT & SANITARY SEWER RELOCATION

CITY OF McAllen

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
AWARDING OF BIDS
Agenda Item No: 12.A.
Reconditioning of 836H Compactor

1. **Agenda Item:**
Consider Authorizing the Expenditure for the Reconditioning of the 836H Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of $675,956.92. [Ramiro L. Gomez Jr., Director of Solid Waste Management]

2. **Description:**
Staff is requesting authorization to proceed with the reconditioning of Unit 1156 (836H), Landfill Compactor by Holt Caterpillar of Edinburg, Texas. Our 836H Compactor was originally purchased in 2010 and has undergone one previous reconstruction through our Certified Rebuild Program with great success and savings to the City.

This compactor has reached its current warranted limits. At this stage, other operations would, by industry standards, replace equipment to lessen the financial impact of a major mechanical breakdown. The replacement or repair of any major component on this equipment can be in excess of tens of thousands of dollars and without warranties aiding in lessening or eliminating that impact, it can substantially affect an operating budget. On the other hand, the practice of continuously replacing equipment can also be a large financial burden. As a result, during the purchasing process, Caterpillar was required to submit options to the City for extending the operational life expectancy of the equipment in order to offset, plan, and budget for the replacement of these high dollar machines at specific budgeted intervals.

Caterpillar presented the City with an option, to be exercised at the time when the machines reached their warranted limits and manufactured recommended overhaul/rebuild schedule. This would allow for the equipment to be reconditioned/updated under its Certified Rebuild Program extending the useful life expectancy of our equipment. This program consists of a two phase approach for reconditioning equipment back to its original manufacturer's state. The first phase requires that the machines power train be fully rebuilt, reconditioned and updated, to original manufacturer's specifications, after reaching 7,500 hours of use. A Phase II Rebuild is recommended once the machine exceeds 13,000 hours of use and requires that the entire machine be fully rebuilt to original manufacturer's specifications. This includes all power train components, hydraulic systems, electrical/computerized components and the full reconstruction of the machine's super structure/frame. The overall goal of both of these programs is to extend the life use expectancy of a machine, while offering full manufacturer's equipment warranty coverage for those systems that have been addressed, for an additional three 3 years or 5000 hours, lessening the financial burdens to the City in case of a major mechanical failure and the need to continuously replace high dollar equipment such as this.

The overall cost of a Phase 1 & Phase 2 Rebuild is approximately 1/2 the cost of a new machine.

If approved, repairs are estimated to be completed one-hundred and twenty (120) days from issuance of purchase order.

Staff has verified that no monies are owed to the City by Holt Caterpillar. This is a dealer item repair and funding is available in the Capital Lease Proceeds.

As our landfill continues to grow and we continue being a viable solution for disposal in the valley, the need to safe guard our operation is essential. Maintaining equipment of sufficient size and quantity will continue to be a part of that need and one which we will address as it becomes necessary. With innovative programs like the Certified Rebuild Program, we will be afforded the peace of mind that we are able to meet these burdens without placing financial hardships on the City or our operation.

**3. <u>Staff's Recommendation:</u>**

Approve Authorizing the Expenditure for the Reconditioning of the 836H Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of $675,956.92.

**Reviewed by:**

**Prepared by:**
Ramiro L. Gomez Jr.
Director of Solid Waste Management

**<u>Attachments:</u>**

A. Holt Cat Estimate
B. Certified Rebuild Program Brochure

Waco - Rebuild Facility
1700 W LOOP 340
WACO, TX 76712

**CITY OF EDINBURG SOLID WASTE**
ATTN FINANCE DEPT-A/P PO BOX 1079
EDINBURG 78540-1079

| CUSTOMER NO. | CONTACT | PHONE NO. | FAX NO. | WORK ORDER NO. |
|---|---|---|---|---|
| 0261449 | RAMIRO GOMEZ JR | 956 381 5635 | | |
| **QUOTE NO.** | **P.O. NO.** | **DATE** | **EMAIL** | |
| 211071 | | 9/26/2023 12:00:00 A | rgomez@cityofedinburg.com | |
| **MAKE** | **MODEL** | **SERIAL NO.** | **UNIT NO.** | **hours** |
| AA | 836H | 0BXD75039 | 1156 | 19393 |

**NOTES**

THIS QUOTE IS FOR BUDGET #'S FOR A CPT+H REBUILD
OF 836H BXD75039 UNIT#1156.
**********
QUOTE COVERS REBUILDING THE POWERTRIAN,
HYDRAULIC SYSTEM, STEERING, BRAKING, INSPECT
HITCHES, MAIN FRAME FRONT+REAR, ALL BORES,
ETC.... NEEDING WORK
**********
RECONDITION AC + ELECTRICAL
**********
COMPLETE MACHINE PAINT JOB INCLUDING SANDBLASTING
AND INSPECTING FRAME FOR CRACKS.
**********
INCLUDES 36 MONTH/5,000 HOUR POWERTRAIN AND
HYDRAULIC EXTENDED PROTECTION PLAN.
**********
RE-INSTALLATION OF KOETTER
FIRE SUPPRESSION SYSTEM & CERTIFY
**********
INCLUDED TRANSPORT
**********
REPAIR WHEELS WITH EXISTING DIAMOND TIPS
**********
ESTIMATED REPAIR TIME FOR THIS SCOPE OF WORK
IS 12 WEEKS BASED ON PARTS AVAILABILITY.

**SEGMENT: 00** RECON CAT CERT CPT+HYD RB MACHINE (02H 7000 )
NOTES:

**Misc**

| Item No | Qty | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| MISC | 1 | CPT+H | 675,956.92 | 675,956.92 |

**Total Misc:** 675,956.92

| | |
|---|---|
| **Segment 00 Total :** | 675,956.92 |
| **Total Segments:** | 675,956.92 |
| **SUB TOTAL (BEFORE TAXES)** | 675,956.92 |

**- QUOTE EXPIRES IN 30 DAYS**
**- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES**

**This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.**

**Would you like your parts held? Yes _____ NO _____.**

***ESTIMATED REPAIR TIME:_____ from start date***
***"The Signature is an authorization to proceed with the required repair work as described within the quote".***

***Issued PO#_____, Authorized Name_____ Please Print.***

***Date_____/_____/_____.*** _____
Signature

Any Questions? Please Call Felix Salazar at 956.292.7939.

# **ONE** MACHINE.
# **MULTIPLE** LIVES.

**CAT® CERTIFIED REBUILD PROGRAM**

# CHOOSING CAT EQUIPMENT WAS A **SMART** INVESTMENT. NOW, MAKE THE **MOST** OF IT.

WHEN YOU CHOOSE CATERPILLAR, YOU GET EQUIPMENT AND COMPONENTS THAT ARE BUILT TO PERFORM NOT FOR ONE LIFETIME, BUT FOR MULTIPLE LIFETIMES. **DON'T LET THAT EXTRA VALUE GO TO WASTE.** TAKE ADVANTAGE OF THE CAT® CERTIFIED REBUILD PROGRAM AND RETURN YOUR END-OF-LIFE MACHINES, SYSTEMS AND COMPONENTS TO LIKE-NEW CONDITION—AT A FRACTION OF THE COST OF BUYING NEW.

# WHY REBUILD

## FIVE REASONS TO REBUILD

1. Get the most economic value out of your original equipment investment
2. Keep your preferred equipment while restoring its original performance and productivity levels
3. Benefit from product enhancements introduced after your equipment was first manufactured
4. Choose to upgrade optional features and technologies to current standards, which is a great way to reduce costs, boost productivity and enhance efficiency at a much lower price than buying new
5. Get same-as-new support and services from your dealer and financing options through Cat Financial

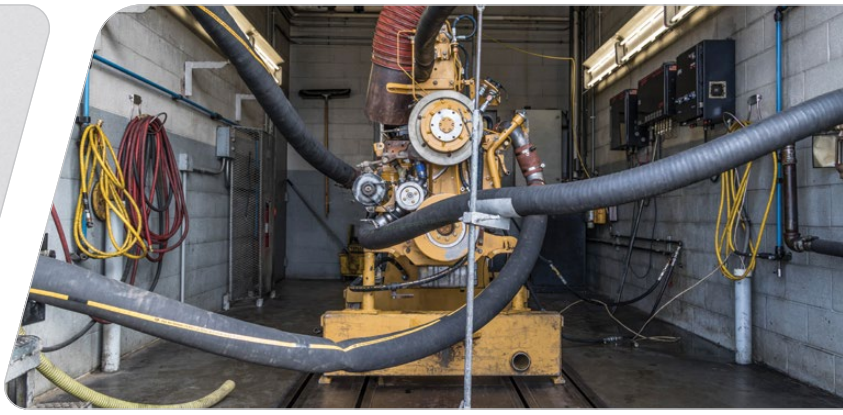
# FROM **SINGLE COMPONENT** TO **COMPLETE MACHINE** OPTIONS, WE'VE GOT YOU **COVERED**.

## REBUILD **MACHINE**

Returns your entire machine to good-as-new condition—or better-than-new condition with upgrades and enhancements

## REBUILD **POWER TRAIN**

Restores everything from the radiator to the axles, bringing them back to new life



## REBUILD **POWER TRAIN PLUS**

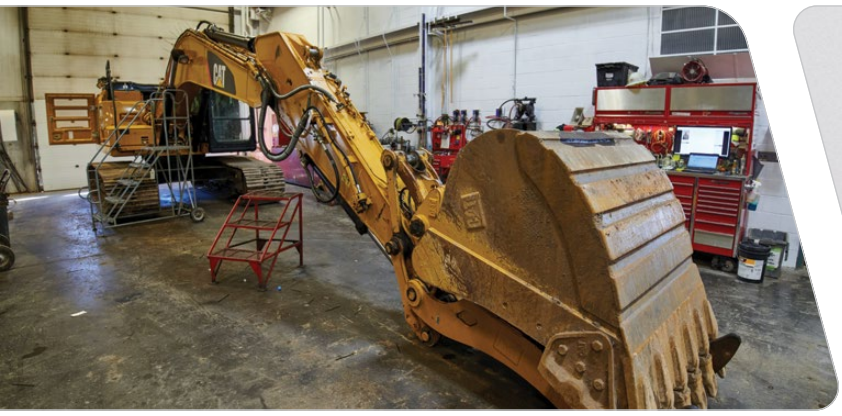
Reconditions your power train plus any other area of your machine, such as the mainframe, hydraulics, undercarriage and more*

*Consult your local Cat dealer as options may vary.

CHOOSE THE CAT CERTIFIED REBUILD PROGRAM OPTION THAT **BEST FITS** YOUR EQUIPMENT AND BUSINESS NEEDS.

## REBUILD COMMERCIAL ENGINE

Maximizes the durability and performance of Cat commercial and industrial engines, including marine propulsion engines, generator sets, pumps, locomotives and other power systems



## REBUILD HYDRAULIC

Restores like-new performance to your excavator's hydraulic system

## REBUILD MACHINE COMPONENT

Breathes new life into individual components like Cat machine engines, transmissions, torque converters, axle assemblies or final drives

# WE SET HIGH **STANDARDS** TO MEET YOUR HIGH **EXPECTATIONS**.

RETURNING A MACHINE, POWER TRAIN, ENGINE, HYDRAULIC SYSTEM OR KEY COMPONENT TO LIKE-NEW CONDITION IS AN EXTENSIVE PROCESS THAT REQUIRES TRAINED PROFESSIONALS, SPECIALIZED EQUIPMENT, STRINGENT QUALITY CONTROL AND ACCESS TO THE LATEST ENGINEERING UPDATES. ONLY THE **GLOBAL CAT DEALER NETWORK** IS CAPABLE OF PERFORMING HIGHLY SOPHISTICATED CAT CERTIFIED REBUILDS, AND NO MATTER WHERE YOU GO IN THE WORLD, YOU'LL FIND THE WORK COMPLETED TO A CONSISTENT STANDARD OF EXCELLENCE.

# THE CAT CERTIFIED REBUILD PROGRAM

## WHAT SETS THE CAT CERTIFIED REBUILD PROGRAM APART

### 1 THOROUGH EVALUATIONS

A complete machine rebuild includes more than 350 tests and inspections

### 2 AUTOMATIC REPLACEMENT OF PARTS THAT DON'T MEET STRICT REUSABILITY GUIDELINES

For a machine rebuild, that amounts to approximately 7,000 parts

### 3 RECONDITIONING WORK TYPICALLY NOT INCLUDED IN AN OVERHAUL

Examples include reconditioning frame, replacing electronic control modules, wiring harness and updating software

### 4 PERFORMANCE TESTING

Turbocharger boost, throttle response, stall speed rpm, transmission and steering clutch response, and hydraulic and pilot relief valve pressure tests are standard for machine and power train rebuilds

### 5 REBUILD IDENTIFICATION NUMBER AVAILABLE ON FULL MACHINE REBUILDS

A Rebuild Identification Number (RIN) provides your rebuilt machine with a brand new identity

# YOU'RE NOT JUST ADDING **LIFE**. YOU'RE ALSO ADDING **VALUE**.

DID YOU KNOW CAT CERTIFIED REBUILD MACHINES TEND TO CAPTURE **SIGNIFICANTLY HIGHER RESALE VALUE**? THAT'S BECAUSE THEY'RE REBUILT TO A STRICT SET OF STANDARDS REQUIRED BY CATERPILLAR, THEN UPDATED, SERVICED AND SUPPORTED TO A HIGHER LEVEL THAN OTHER REBUILD PROGRAMS.

# COVERAGE OPTIONS

## NEW WARRANTY, EXTENDED COVERAGE

Every Cat Certified Rebuild includes a like-new warranty on all replaced parts, and you can add an optional **Equipment Protection Plan (EPP)*** to protect your machine, power train, hydraulic or machine component rebuild.

**1-YEAR** COVERAGE | **2-YEAR** COVERAGE | **3-YEAR** COVERAGE

WITH VARIABLE **SERVICE HOURS** TO MEET YOUR NEEDS

*Coverage differs by country.
Additional coverage terms are available.

# UPGRADES & RETROFITS

## YESTERDAY'S MACHINE, TODAY'S STANDARDS

We constantly update Cat equipment to improve performance, efficiency, comfort, safety and serviceability. Some features may not have been available when you first acquired your machine, and some you may have opted not to purchase. With Cat Certified Rebuild programs, you not only get many engineering updates, but you also get the choice to **upgrade or retrofit** with new features and options available on today's models. It's an affordable way to enhance your machine even further while it's already in the shop for a rebuild with no additional downtime required.

# SERVICES

## LIKE-NEW SUPPORT

Your local **Cat dealer** has the parts, service and expertise to keep your rebuilt machine, power train, commercial engine, hydraulic system or machine component on the job. Financing for rebuilds is also available through your dealer and Cat Financial.

# AVAILABILITY

## ELIGIBLE MACHINES

### ARTICULATED TRUCKS

725, 730, 735, 740, 745

### COMPACTORS

815, 816, 825, 826, 836

### ENGINES

3056, 3116, 3126, 3176, 3304, 3306, 3406, 3408, 3412, 3456, 3508, 3512, 3516, 3606, 3608, 3612, 3616, 3618, C2.2, C4.4, C6.6, C7, C7.1, C9, C10, C11, C12, C13, C15, C16, C18, C27, C32, C175-16, G3304, G3306, G3406, G3408, G3412, G3508, G3512, G3516, G3520, G3606, G3608, G3612, G3616, PM3516

### HYDRAULIC EXCAVATORS

245, 312, 318, 319, 320, 322, 323, 324, 325, 328, 329, 330, 332, 336, 345, 349, 350, 365, 374, 375, 385, 390, 568, 5080, 5110, 5130, 5230, M315, M316, M318, M320, M322, M325

### INTEGRATED TOOLCARRIERS

IT62

### MOTOR GRADERS

12, 14, 16, 24, 120, 130, 135, 140, 143, 160, 163

### OFF-HIGHWAY TRUCKS

769, 770, 771, 772, 773, 775, 776, 777, 785, 789, 793, 795, 797

### TRACK SKIDDERS

517, 518, 527

### TRACK-TYPE LOADERS

933, 939, 953, 963, 973, 977

**TRACK-TYPE PIPELAYERS**

561, 572, 578,
583, 589

**TRACK-TYPE TRACTORS**

D5, D6, D7, D8, D9, D10, D11

**UNDERGROUND MINING LOADERS**

R1300, R1600, R1700,
R2900, R3000

**UNDERGROUND MINING TRUCKS**

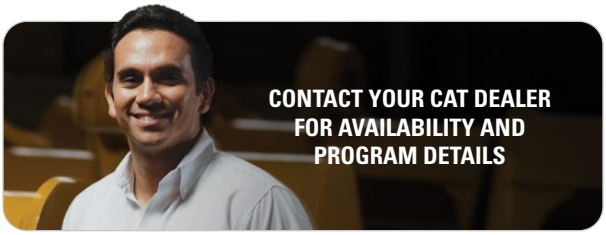
AD30, AD45, AD55,
AD60, AE40

**WELL STIMULATION PUMP TRAILERS**

SPF343

**WHEEL DOZERS**

814, 824, 834, 844, 854




**WHEEL EXCAVATORS**

M315, M316, M318,
M322, M325

**WHEEL LOADERS**

914, 916, 924, 926, 928, 930, 936, 938, 939,
950, 960, 962, 966, 970, 972, 980, 982, 986,
988, 990, 992, 993, 994

**WHEEL SKIDDERS**

515, 518, 525,
535, 545, 555

**WHEEL TRACTOR SCRAPERS**

613, 615, 621, 623, 627,
631, 633, 637, 651, 657

PEDJ0325-01

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**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
AWARDING OF BIDS
Agenda Item No: 12.B.
Commercial Side Load Retrievers

1. **Agenda Item:**
Consider Authorizing the Purchase of Two (2) Commercial Side Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of $767,406.92. [Ramiro L. Gomez, Director Solid Waste Management]

2. **Description:**
In an effort to continue providing efficient and cost effective purchases for the City of Edinburg, the City continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices. The following departmental items are being recommended for purchase:

| EQUIPMENT | VENDOR | PURCHASE AMOUNT | TOTAL COST |
|---|---|---|---|
| Two (2) Commercial Side Load Retrievers | Kyrish Truck Centers Buyboard Contract 601-19 | $383,703.46 | $767,406.92 |

Staff recommends the purchase of Two (2) Commercial side Load Retrievers from Kyrish Truck Centers, a Texas-based business, through Buyboard. Currently, Kyrish Truck Centers is the only vendor that has demonstrated the ability to meet an expedited fulfillment period, which is operationally beneficial to the department, and would help maintain the current quality of services it provides; as current operational demands are requiring the department to undergo the redistricting and expansion of our current route system, in order to effectively manage the current growth of services and the demands of new incoming developments and subdivisions.

If approved, equipment delivery is expected to be fulfilled between March and May of 2024.

Staff has verified that no monies are owed to the City by Kyrish Truck Centers. Funding is available in the Capital Lease Proceeds approved by City Council on September 19, 2023.

Currently, the Department of Solid Waste Management utilizes commercial front load retrievers to provide service for over 4000 businesses, apartment complexes and commercial establishments.

3. **Staff's Recommendation:**
Saff recommends Authorizing the Purchase of Two (2) Commercial Side Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of $767,406.92.

**Reviewed by:** **Prepared by:**

Ramiro L. Gomez
Director Solid Waste
Management

**Attachments:**

A. Kyrish Truck Centers-2025 CCC Battle Motors Sprinter Buy Board Quote
B. Side Load Retriever

Kyrish Truck Centers
*Driving Business*

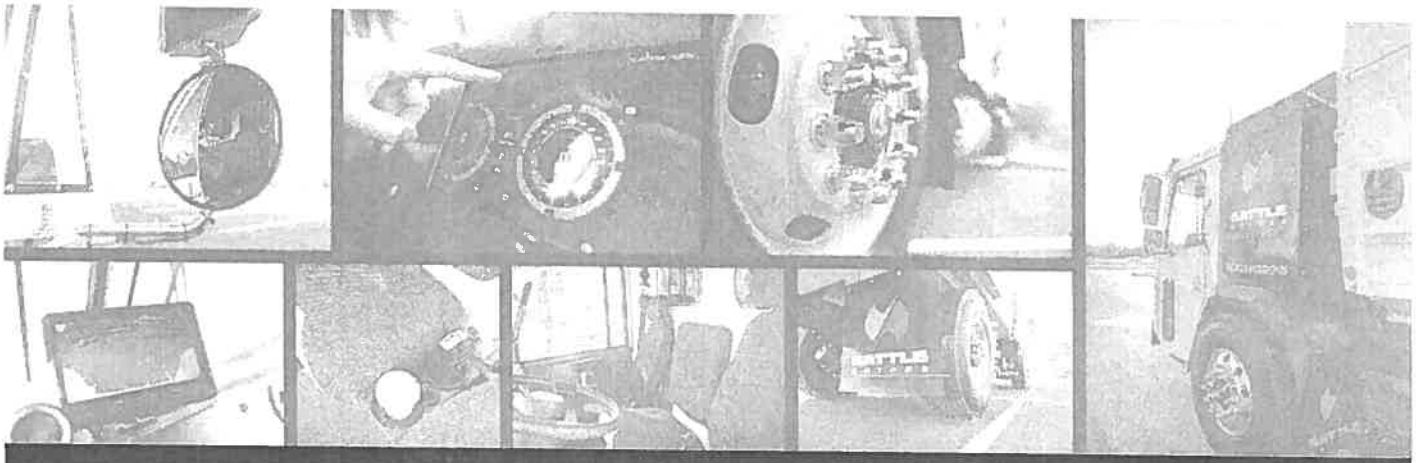
10/2/2023

City of Edinburg, Texas
Ramiro Gomez
Edinburg, Texas 78540

Attached is our Buy Board quotation (Contract 601-19) for 2 Battle Motors (CCC) chassis to accommodate a 35 yd Sprinter Body. Each chassis for this unit will run $204,410.00. Each body would run $179,293.46 for a total of $767,406.92. The Buy Board fee of $400.00 is included in the price.
Please keep in mind these are work ready chassis and are available on a first come basis. Any change in specifications will require a new quotation.
We appreciate this opportunity to quote on you refuse requirements.

Sincerely,

Richard Woerndell



# EDINBURG BY RAGLIN PROPOSAL

BATTLE MOTORS

**Date**
09/05/2023

**Quote Information**
202307281350-2D9F

**2024 Sales LET2**
**Qty:** 2

**Prepared For**
City of Edinburg

**Shipping Destination: San Luis (Labrie Mexico)**

# EDINBURG BY RAGLIN PROPOSAL

| CUSTOM REQUESTED OPTIONS | PRICE |
|---|---|
| NEED LABRIE SPRINTER BODY 31+4.LABRIE TO DETERMINE WHICH SIDE DEF TANK, BATTERY BOX, AND FUEL TANK TO BE MOUNTED. | $0 |
| NEED LABRIE SPRINTER BODY 31+4.LABRIE TO DETERMINE WHICH SIDE DEF TANK, BATTERY BOX, AND FUEL TANK TO BE MOUNTED. | $0 |
| FRAME MISSING | $0 |

| MODEL | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-139414 | FUEL TYPE | DIESEL | STANDARD |
| 9999-CUSTOM-143043 | BODY APPLICATION | LABRIE SPRINTER COMMERCIAL SIDE LOADER | STANDARD |
| 9999-CUSTOM-142671 | SURFACE | OPERATES IN LANDFILL | STANDARD |
| 9999-CUSTOM-83335 | PRODUCT AVAILABILITY | ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY | STANDARD |
| 9999-CUSTOM-83099 | CARB/EPA | EPA / NON-CARB | STANDARD |
| 9999-CUSTOM-83046 | FRAME - WHEELBASE | 206 WHEELBASE | STANDARD |
| 9999-CUSTOM-83057 | FRAME SILLS | DOUBLE SILLS | $1,771 |
| 9999-CUSTOM-142332 | FRAME SILL LENGTH | 30' FRAME SILLS | STANDARD |
| 9999-CUSTOM-82526 | CAB STYLE | LET2 STANDARD CAB WITH EXTERIOR SUNVISOR | STANDARD |
| 9999-CUSTOM-82531 | CAB / DOORS | LET2 STANDARD CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS | STANDARD |
| 9999-CUSTOM-82491 | DRIVE TYPE | LH DRIVE | STANDARD |
| 9999-CUSTOM-83079 | ENGINE MODEL | CUMMINS L9, LET2 | STANDARD |
| 9999-CUSTOM-83085 | TRANSMISSION MODEL | ALLISON 4500RDS, LET2 | STANDARD |
| 1000-3227 | ENGINE | CUMMINS 2022 L9, 350 HP, A/C, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2 | STANDARD |
| 1007-1147 | TRANSMISSION | TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER | STANDARD |
| 9999-CUSTOM-142767 | REAR SUSPENSION MODEL | HMX-EX-460 - HENDRICKSON HAULMAAX, 46,000 LBS RATED | STANDARD |
| 9999-CUSTOM- | | | |

# EDINBURG BY RAGLIN PROPOSAL

| MODEL | | DESCRIPTION | PRICE |
|---|---|---|---|
| 83049 | REAR DRIVE AXLE MODEL | D46-170 - REAR DRIVE AXLE | STANDARD |
| 1200A-0190 | REAR DRIVE AXLE | REAR AXLE, D46-170HP, 16.5 X 7.00, 5.57, STD DIFF, BAR PIN | $8,917 |
| 1201-23-1983 | REAR SUSPENSION | REAR SUSPENSION ASSY - HENDRICKSON HMX-EX-460, D46-170 @ 1.5° & 11° | $2,286 |
| 2102-0135 | ABS SYSTEM | ABS SYSTEM, BENDIX 6S/6M, 500K BAUD | $126 |

| CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-142363 | ENGINE PTO ADAPTER | 1350/1410 FEPTO ADAPTER | STANDARD |
| 2100-3164 | CHASSIS, CAB INTERAXLE BUZZER | IN CAB INTERAXLE BUZZER WHEN ENGAGED | $4 |
| 9999-CUSTOM-82671 | DECAL - ENGINE, 50 STATE CLEAN IDLE/CARB | NO OPTION - CLEAN IDLE DECAL | -$30 |
| 2000-4813 | DECALS - CHASSIS EXTERIOR | DECALS, EXTERIOR, DIESEL,TRANSYND | STANDARD |
| 2003-0614 | HVAC - CHASSIS | HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING | STANDARD |
| 2201-0118 | WINDSHIELD WIPERS - CHASSIS | WINDSHIELD WIPERS, SINGLE DRIVE | STANDARD |
| 1010-1222 | AIR CLEANER | AIR CLEANER, CUMMINS L9, CUMMINS OPTI-AIR, LET2 | STANDARD |
| 2103-0293 | ELECTRICAL, ENGINE | ELECTRICAL, ENGINE, CUMMINS L9, 500K BAUD | STANDARD |
| 1006-1125 | ENGINE MOUNTING | ENGINE MOUTNING, CUMMINS L9/L9N, DOUBLE SILLS, 4500RDS | $1,103 |
| 1802-0076 | CAB MOUNTING | CAB MOUNTING - LET2 STANDARD CAB | STANDARD |
| 1502-0580 | FRAME - FRONT EXTENSION | FRONT FRAME EXTENSION, WIDE FLANGE FLAT BUMPER | STANDARD |
| 1503-2963 | OVER ENGINE CROSSMEMBER | OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LET2 | STANDARD |
| 2100-3347 | ELECTRICAL, BASE, CHASSIS | ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG | STANDARD |
| 1908-0090 | AIR PIPING, REAR AXLE | AIR PIPING, HMX REAR SUSPENSION | $573 |
| 1204-0227 | REAR BUMP BLOCKS | REAR BUMP BLOCK, CAST BOLT ON, HMX | $218 |
| 1402-0629 | POWER STEERING RESERVOIR | POWER STEERING RESERVOIR, 4 QT, 2021 L9/L9N, TRW PUMP, LET2 | STANDARD |
| 1401-0331 | STEERING COLUMN | | |

# EDINBURG BY RAGLIN PROPOSAL

| | CHASSIS | DESCRIPTION | PRICE |
|---|---|---|---|
| | **CHASSIS (LH)** | STEERING COLUMN, CHASSIS - LET2, LHD, TILT, W/CRUISE, 18" WHEEL | STANDARD |
| 9999-CUSTOM-139406 | **STEERING COLUMN CHASSIS (RH)** | NO OPTION - RH STEERING, CHASSIS | -$1,553 |
| 1400-0714 | **STEERING GEAR** | STEERING GEAR, XD-120, LH DRIVE, STANDARD CAB, LET2 | STANDARD |
| 2501-1525 | **TRANSMISSION OIL PIPING** | TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS | STANDARD |
| 9999-CUSTOM-140304 | **FRAME MODIF, CENTER BEARING DRILLING** | NO OPTION, CENTER BEARING DRILLING | STANDARD |

| | OPTIONS, CHASSIS | DESCRIPTION | PRICE |
|---|---|---|---|
| 1100A-0057 | **FRONT STEER AXLE** | FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, <190' WB, 16.5 X 7 ES 1100 BRAKES | STANDARD |
| 1101-0638 | **FRONT SUSPENSION** | FRONT SUSPENSION, D2000F, (4) TAPER LEAF, STD SHOCKS | STANDARD |
| 2000-4734 | **LUBE, REAR DRIVE AXLE** | LUBE, REAR AXLE, STANDARD, D46-170P AXLE 85W-140 | $152 |
| 1003A-0049 | **DEF TANK** | DEF TANK, MTD RH BEHIND FENDER, RH 32/38, B6.7/L9 | STANDARD |
| 1003-0971 | **FUEL TANK** | DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN | -$766 |
| 2503-0840 | **FUEL PIPING / FILTER** | FUEL PIPING, L9, F.T. RH 80/104, DEF TANK RH, LET2 | STANDARD |
| 2101-0645 | **BATTERY BOX** | BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER | $333 |
| 1503-2281 | **BATTERY BOX SPACERS** | BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME | STANDARD |
| 2100-3337-CAB | **ELECTRICAL, BATTERY DCS INDICATOR LIGHT** | BATTERY DISC SWITCH, WIRED TO FAR RH SIDE MARKER LIGHT | $141 |
| 2000-4831 | **ELECTRICAL, BATTERY CABLES** | BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 32/44, DISC SWITCH | $1,121 |
| 2100-2983 | **ELECTRICAL, POWER FEED HARNESS** | ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50 | $149 |
| 1010A-0052 | **AIR CLEANER STACK** | AIR CLEANER STACK, W/O PRECLNR, LET2 | STANDARD |

# EDINBURG BY RAGLIN PROPOSAL

| OPTIONS, CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 1004A-0053 | **EXHAUST STACK** | FLARED ELBOW EXHAUST STACK, STAINLESS STEEL, 36" LONG | STANDARD |
| 2100-3361 | **ENGINE, ALTERNATOR** | ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N | STANDARD |
| 2000-4701 | **ENGINE, DIPSTICK/OIL FILL** | ENGINE DIPSTICK MTG ONLY, L9/L9N | STANDARD |
| 162X-0488 | **ENGINE PROGRAMMING PARAMETERS** | ENGINE PRGM-B6.7/L9, A/C, 15 MIN IDLE SHUTDOWN, 1450 RPM TA, 65 MPH | STANDARD |
| 2502-0798 | **AIR DRYER** | AIR DRYER, BENDIX, AD-IP | $13 |
| 1910-0457 | **AIR PIPING, AIR DRYER** | AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 68 / FRONT | STANDARD |
| 2100-3302 | **ELECTRICAL, TCM** | TCM-ALLISON, 4500RDS, SINGLE DRIVE, TC521, 6 SPD, 145 AG, L9 | STANDARD |
| 1502-0629 | **FRONT BUMPER** | FRONT BUMPER, WIDE FLANGE FLAT BUMPER | STANDARD |
| 1801-0591 | **FENDERS, FRONT** | FENDER, FRONT - BLACK PLASTIC, LET2 | STANDARD |
| 1600-4955 | **PROPSHAFT** | PROPSHAFT, 206" WB, L9/L9N, 4500RDS, D-170/190 | $647 |
| 1503-2859 | **AIR PIPING, FRAME SUPPORTS** | FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, DOUBLE SILLS | $55 |
| 2000-4607 | **TOW PINS/HOOKS OPTIONS** | FRONT TOW PINS, FLAT BUMPER, LET2 | $158 |
| 1906-0776 | **AIR PIPING, FRAME** | FRAME AIR PPG - (3) STEEL AIR TANKS, LET2, W/ CENTRALIZED DRAINS | STANDARD |
| 9999-CUSTOM-142071 | **AIR SUSPENION OVERRIDE** | NO OPTION - AIR SUSP DUMP VALVE, CHASSIS | STANDARD |
| 2000-4582 | **AIR HORN, CHASSIS** | AIR HORN, DUAL TONE, UNDER CAB | $817 |
| 2000-2215 | **BACK-UP ALARM** | BACK-UP ALARM, ECCO 575, 107DB | STANDARD |
| 9999-CUSTOM-139179 | **RETAINER CABLES** | NO OPTION-RETAINER CABLES | STANDARD |
| 2-515-4787-0070 | **TIRES/WHEELS - FRONT STEER AXLE** | COOPER SEVERE SERIES MSA, 315/80R22.5, 20/L, ACCURIDE, STEEL, PC WHITE 5.25" INSET | STANDARD |
| 8-515-7316-0124 | **TIRES/WHEELS - DRIVE AXLE** | COOPER RHA 11R22.5 16/H ACCURIDE, STEEL, WHITE | STANDARD |
| 2501-1541 | **OIL PIPING, CAB TILT** | CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW | STANDARD |
| 1005-1883 | **ENGINE COOLING** | RADIATOR; CUMMINS 2021 L9, OFFSET RADIATOR LET2 | STANDARD |
| 2500-0126 | **ENGINE COOLING, OPTIONS** | REMOTE COOLANT FILL, RH FENDER MOUNTED | $542 |
| 1004-2077 | **EXHAUST** | EXHAUST, 2021 CUMMINS L9, 260-350 HP, LET2 OFFSET RAD. | STANDARD |
| 9999- | | | |

# EDINBURG BY RAGLIN PROPOSAL

| OPTIONS, CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| CUSTOM-140340 | **TRAILER BRAKES** | NO OPTION - TRACTOR PROTECTION VALVE | STANDARD |

| OPTIONS, CAB | | DESCRIPTION | PRICE |
|---|---|---|---|
| 1803-0087-CAB | **CAB - DOOR (LH)** | STANDARD DOOR, LH, ELECTRIC ROLL UP | STANDARD |
| 1804-0086-CAB | **CAB - DOOR (RH)** | STANDARD DOOR, RH, ELECTRIC ROLL UP | STANDARD |
| 1806-1332-CAB | **CAB - MIRROR (LH)** | WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED | $83 |
| 1808-0120-CAB | **CAB - MIRROR (RH)** | WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED | $45 |
| 1806-1291-CAB | **CAB - MIRROR, SPOT** | MIRROR, SPOT - (1) LH / (1) RH, BOTTOM MIRROR ARMS, 8" ROUND, SS, NON-HEATED | $95 |
| 1401-0331-CAB | **STEERING COLUMN CAB (LH)** | STRG COLUMN ASSY - LET2, LHD,TILT, W/CRUISE, 18" WHEEL | STANDARD |
| 9999-CUSTOM-82609 | **RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE** | RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE | STANDARD |
| 2003-0614-CAB | **HVAC - CAB** | HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING | STANDARD |
| 2003-0369-CAB | **CAB - DEFROST FANS** | CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE | STANDARD |
| 2100-3405-CAB | **CAB, ELECTRICAL - IGNITION** | CAB, IGNITION (6) KEYS D250, STD/BI-FOLD DOOR C250 | $15 |
| 2202-0046-CAB | **CAB - DASH/INSTRUMENTATION** | ANALOG GAUGES, LH DRIVE, DIESEL, MPH, LET2 | STANDARD |
| 2100-3164-CAB | **CAB - INTERAXLE BUZZER/ALARM** | IN CAB BUZZER W/INTERAXLE DIFF LOCK ENGAGED | $55 |
| 2100-3219-CAB | **CAB - 12V POWER OPTIONS** | DISABLE AM/FM RADIO IN REVERSE | $148 |
| 1907-0459-CAB | **CAB - AIR PIPING** | CAB AIR PIPING, LHD ONLY, RH SIT-DOWN, RH FOOTREST, LET2/LET2CC | -$524 |
| 1810-0061-CAB | **CAB GRILLE** | BATTLE GRILLE, SMOOTH FLAT BLACK | STANDARD |

| OPTIONS, CAB SEATS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-82616 | **CAB - SEAT MATERIAL** | SEAT - ASPHALT CLOTH | STANDARD |

# EDINBURG BY RAGLIN PROPOSAL

| OPTIONS, CAB SEATS | | DESCRIPTION | PRICE |
|---|---|---|---|
| | | LUMBAR/ISOLATOR/SKIRT, ASPHALT CLOTH, LH, LET2 | $311 |
| 2011-0284-CAB | **CAB - SEATS (RH)** | SEAT 2-WAY ADJUSTABLE, SEARS C2, ASPHALT CLOTH, RH, LET2 | STANDARD |
| 2000-4771-CAB | **CAB - SEAT BELTS (LH)** | SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2 | $23 |
| 2000-4859-CAB | **CAB - SEAT BELTS (RH)** | SEAT BELT, BLACK, RH SIDE, FIXED SEAT, LET2 | STANDARD |
| 2000-4786-CAB | **CAB - SEAT ADJUSTABLE SHOCK (LH)** | ADJUSTABLE SEAT SHOCK, LH SEARS SENTRY/DLX SEAT | $186 |

| CAB | | DESCRIPTION | PRICE |
|---|---|---|---|
| 1800-1894-CAB | **CAB MODEL** | CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/VISOR, LET2 | STANDARD |
| 1809-0173-CAB | **CAB - OVERHEAD CONSOLE / RADIO** | OVERHEAD CONSOLE, LHD, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2 | STANDARD |
| 1809-0167-CAB | **CAB - FLOOR GRIP TAPE** | FLOOR GRIP TAPE INSTALLATION, LET2 | STANDARD |
| 1001-0946-CAB | **CAB - ACCELERATOR PEDAL** | ACCELERATOR PEDAL, CUMMINS, SINGLE DRIVE | STANDARD |
| 2100-3347-CAB | **CAB - BASE ELECTRICAL** | ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT | STANDARD |
| 2000-4561-CAB | **CAB - GRAB HANDLES (LH)** | LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS | STANDARD |
| 2000-4862-CAB | **CAB - GRAB HANDLES (RH)** | RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS | STANDARD |
| 9999-CUSTOM-82812 | **CAB, ELEC - DOOR WINDOWS - SWITCH COUNT** | LH DRIVE, LH E/R, RH E/R | STANDARD |
| 2100-3351-CAB | **CAB, ELECTRICAL - DOOR WINDOWS** | CAB, ELECTRICAL, POWER WINDOWS, 3 SWITCHES | STANDARD |
| 2000-4582-CAB | **CAB - AIR HORN** | AIR HORN, DUAL TONE, UNDER CAB | $69 |
| 1908-0090-CAB | **CAB AIR PIPING, REAR AXLE** | CAB AIR PIPING, HMX REAR SUSPENSION, 6S/6M | $35 |
| 2000-4808-CAB | **DECALS - CAB INTERIOR** | DECALS, INTERIOR, SINGLE DRIVE, DIESEL | STANDARD |
| 9999-CUSTOM-83100 | **DECALS - CALIFORNIA PROPOSTION 65** | NO OPTION - EPA / NON-CARB | -$17 |
| 1810-0043- | | | |

# EDINBURG BY RAGLIN PROPOSAL

| CAB | | DESCRIPTION | PRICE |
|---|---|---|---|
| CAB | **CAB - MISC COMPONENTS** | CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS | STANDARD |
| 9999-CUSTOM-142070 | **AIR SUSPENSION OVERRIDE** | NO OPTION - AIR SUSP DUMP VALVE, CAB | STANDARD |

| PAINT | | DESCRIPTION | PRICE |
|---|---|---|---|
| 356-0322 | **PAINT, CAB** | PAINT, CAB, STANDARD WHITE, G2-3460715-A | STANDARD |
| 356-0323 | **PAINT, CHASSIS** | PAINT, CHASSIS, STANDARD BLACK, G2-2B1738 | STANDARD |
| 356-0329 | **PAINT, BUMPER** | PAINT, BUMPER - STANDARD BLACK, G2-2B1738 | STANDARD |

| WARRANTY | | DESCRIPTION | PRICE |
|---|---|---|---|
| 306A-0001 | **WARRANTY, CHASSIS** | WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE | STANDARD |
| 306A-0041 | **WARRANTY, ENGINE** | WARRANTY, CUMMINS STANDARD, 2 YEAR | STANDARD |
| 9999-CUSTOM-83306 | **WARRANTY, ENGINE MAJOR COMPONENTS** | NO OPTION-WARRANTY, MAJOR COMPONENTS | STANDARD |
| 9999-CUSTOM-83307 | **WARRANTY, AFTERTREATMENT** | WARRANTY, CUMMINS STANDARD, 2 YEAR | STANDARD |
| 306A-0013 | **WARRANTY, TRANSMISSION** | WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD | STANDARD |
| 306A-0022 | **WARRANTY, DRIVE AXLE** | WARRANTY, STANDARD 2 YEAR | STANDARD |

| CUSTOM OPTIONS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-140517 | **FRAME (QUOTE ONLY)** | LET2 DOUBLE SILL FRAME (TO BE DESIGNED BY ENGINEERING) | $7,390 |
| 9999-CUSTOM-141986 | **AIR PIPING, AIR DRYER (QUOTE ONLY)** | NO OPTON (AVAILABLE IN UPPER SELECTION) | STANDARD |

# EDINBURG BY RAGLIN PROPOSAL

| VEHICLE SPECIFICATION SUMMARY | UNIT | DESCRIPTION |
|---|---|---|
| MODEL | | SALES LET2 |
| ENGINE | | CUMMINS 2022 L9, 350 HP, A/C, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2 |
| PEAK POWER | HP | 350 |
| PEAK TORQUE | NM | 1050 @ 1200 |
| TRANSMISSION | | TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER |

LABRIE
SPRINTER
CNG
CNG READY
SINCE 2001

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
AWARDING OF BIDS
Agenda Item No: 12.C.
Commercial Front Load Retrievers

1. **Agenda Item:**
Consider Authorizing the Purchase of Two (2) Commercial Front Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Kyrish Truck Centers in the Amount of $893,014.00. [Ramiro L. Gomez, Director Solid Waste Management]

2. **Description:**
In an effort to continue providing efficient and cost effective purchases for the City of Edinburg, the City continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas: Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), The Interlocal Purchasing System (TIPS), and Texas Facilities Commission (TFC), formerly the Texas Buildings and Procurement Commission. Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices. The following departmental items are being recommended for purchase:

| EQUIPMENT | VENDOR | PURCHASE AMOUNT | TOTAL COST |
|---|---|---|---|
| Two (2) Commercial Front Load Retrievers | Kyrish Truck Centers Buyboard Contract 601-19 | $446,507.00 | $893,014.00 |

Staff recommends the purchase of Two (2) Commercial Front Load Retrievers from Kyrish Truck Centers, a Texas-based business, through Buyboard. Currently, Kyrish Truck Centers is the only vendor that has demonstrated the ability to meet an expedited fulfillment period, which is operationally beneficial to the department, and would help maintain the current quality of services it provides; as current operational demands are requiring the department to undergo the redistricting and expansion of our current route system, in order to effectively manage the current growth of services and the demands of new incoming developments and subdivisions.

If approved, equipment delivery is expected to be fulfilled between January and March of 2024.

Staff has verified that no monies are owed to the City by Kyrish Truck Centers. Funding is available in the Capital Lease Proceeds approved by City Council on September 19, 2023.

Currently, the Department of Solid Waste Management utilizes commercial front load retrievers to provide service for over 4000 businesses, apartment complexes and commercial establishments.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Two (2) Commercial Front Load Retrievers Through the Different Cooperative Purchasing Entities in the State of Texas from Volvo Mack Trucks of Waco in the Amount of $844,520.00.

**Reviewed by:**

**Prepared by:**
Ramiro L. Gomez
Director Solid Waste
Management

**Attachments:**

A. Kyrish Truck Centers-2025 CCC Battle Motors Starlight Buy Board Quote
B. Front Load Retriever

Kyrish Truck Centers
*Driving Business*

10/2/2023

City of Edinburg, Texas
Ramiro Gomez
Edinburg, Texas 78540

Attached is our Buy Board quotation (Contract 601-19) for 2 Battle Motors (CCC) chassis to accommodate Whittke Starlight refuse bodies. The chassis specifications are attached along with the body quotation. Each chassis would run $215,347.00. Each body would run $231,160.00 for a total of $446,507.00 per unit. The total for 2 units is $893,014.00. The Buy Board fee of $400.00 is included in the price.
Please keep in mind these are work ready chassis and are available on a first come basis. Any change in specifications will require a new quotation.
We appreciate this opportunity to quote on you refuse requirements.

Sincerely,

Richard Woerndell

**Quote #:** 202300556
**Quote Date:** 4/17/2023
**Quote Valid Until:** 7/3/2023

9818 Green Road
Converse, TX 78109

**Prepared By:** George Gutierrez
**Phone:** (512) 801-5268
**E-Mail:** ggutierrez@relianceequip.net

**Quote For:**
City of Edinburg
Ramiro Gomez
Email: rgomez@cityofedinburg.com
Address: P.O. Box 1079, Edinburg, Texas 78540 United States

BuyBoard Quote - Contract #: 586-22

| Equipment | Type | Delivery | Freight | Quote Total Per Unit |
|---|---|---|---|---|
| Labrie - 2022 Wittke Starlight (18108) | Refuse | 90 - 150 Days ARC | City of Edinburg | $231160.03 |

**Equipment Detail**

| Quantity | Equipment Description |
|---|---|
| 1 | Wittke Starlight Front Loader |
| 1 | Hopper Clean Out Sump with Door (Street Side). |
| 1 | Liner, 3/16 inch hardox 450 hopper floor liner - WI. |
| 1 | Sliding Type Access Door (LO single door). |
| 1 | Body, Canopy, Pneumatic canopy extension lift - WI. |
| 1 | Forks Steel Thickness: 1½ in. (1.0 of 1 in. - (STD on Superduty). |
| 1 | Light: amber strobe 6" Wheelen L19 in center of tailgate - in-cab switch - Qty 1. |
| 1 | Camera, Cable upgrade. Zone Defense, Upgrade to armored cable. |
| 1 | Service Hoist (according to space availability) |
| 1 | Superduty floor on a Starlight unit |
| 1 | Drive Position Main Control Pneumatic Joystick - 1 handle - arm and fork actuation (upgrade from 2 handle stick) |
| 1 | Throttle Advance Toggle Switch (ON/OFF/Auto) |
| 1 | Back up lights: Qty 2 additional on mid body rubrails - LED type |
| 1 | Triple Zone Defense cameras (with shutter): (N/A with DVR monitor). Monitor must be selected separately. Heater. Shutter: Alley right 1/3 (1.0); Hopper LH side (4); Tailgate center 2/3 (1.3). Zone Defense 9" color LCD monitor: Split screen. Touch screen |

| Quantity | Equipment Description |
|---|---|
| 1 | Body: 1 Color Urethane Body Paint included in unit base price. Includes bolt-on parts painted body color |
| 1 | Hydraulic, Chelsea 897 PTO with Denison Single Vane Pump -- WI. |

**Additional Requests**

| Quantity | Description |
|---|---|
| 1 | Curotto Can Kit |

## Terms and Conditions

*Please read carefully. This quote becomes a sales order if signed by customer. Please notify of any changes needed within one (1) business day.*

X_____ Date: _____
Rancho Cucamonga or Company Representative
By signing I confirm I have read and understand the terms and conditions on this Order.

**Reliance Truck and Equipment would like to thank you for your time and the opportunity to earn your business!**

# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

BATTLE
MOTORS

**Date**
06/06/2023

**Quote Information**
202306051435-D02B
9000-0703T
1002050-1002051

**2024 Sales LET2**
**Qty:** 2

**Prepared For**
Kyrish Truck Center Austin
5810 Burleson Road
Austin , TX 78744

**Prepared By**
Kyrish Truck Center Austin
5810 Burleson Road
Austin , TX 78744

**Shipping Destination: San Luis (Labrie Mexico)**

# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| MODEL | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-140230 | SOURCEWELL | NON-SOURCEWELL | STANDARD |
| 9999-CUSTOM-139414 | FUEL TYPE | DIESEL | STANDARD |
| 9999-CUSTOM-82617 | BODY APPLICATION | GENERIC CONFIGURATION | STANDARD |
| 9999-CUSTOM-142671 | SURFACE | OPERATES IN LANDFILL | STANDARD |
| 9999-CUSTOM-83335 | PRODUCT AVAILABILITY | ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY | STANDARD |
| 9999-CUSTOM-83099 | CARB/EPA | EPA / NON-CARB | STANDARD |
| 9999-CUSTOM-83031 | FRAME - WHEELBASE | 194 WHEELBASE | STANDARD |
| 9999-CUSTOM-83057 | FRAME SILLS | DOUBLE SILLS | $1,771 |
| 9999-CUSTOM-142332 | FRAME SILL LENGTH | 30' FRAME SILLS | STANDARD |
| 9999-CUSTOM-82527 | CAB STYLE | LET2 STANDARD CAB WITHOUT EXTERIOR SUNVISOR | STANDARD |
| 9999-CUSTOM-82534 | CAB / DOORS | LET2 STANDARD CAB, W/O VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS | STANDARD |
| 9999-CUSTOM-82490 | DRIVE TYPE | DUAL DRIVE, RH SIT-DOWN | STANDARD |
| 9999-CUSTOM-83079 | ENGINE MODEL | CUMMINS L9, LET2 | STANDARD |
| 9999-CUSTOM-83085 | TRANSMISSION MODEL | ALLISON 4500RDS, LET2 | STANDARD |
| 1000-3235 | ENGINE | CUMMINS 2022 L9 380 HP, A/C, 4500RDS TRANSMISSION, W/O ENGINE BRAKE, LET2 | $8,260 |
| 1007-1147 | TRANSMISSION | TRANSMISSION ALLISON 4500RDS, L9, TC-521, NON-RETARDER | STANDARD |
| 9999-CUSTOM-83065 | REAR SUSPENSION MODEL | HMX-460 - HENDRICKSON HAULMAAX, 46,000 LBS RATED | STANDARD |
| 9999-CUSTOM-83049 | REAR DRIVE AXLE MODEL | D46-170 - REAR DRIVE AXLE | STANDARD |
| 1200A-0202 | REAR DRIVE AXLE | REAR AXLE, D46-170HP, 16.5 X 8.62, 5.57, STD DIFF, BAR PIN | $8,613 |
| 1201-1519 | REAR SUSPENSION | REAR SUSPENSION, D46-170HP, HMX-460, 1.5/11, DBL SILLS | $3,184 |
| 9999-CUSTOM-83323 | PUSHER AXLE | NO OPTION - PUSHER AXLE | STANDARD |

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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| MODEL | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-83324 | TAG AXLE | NO OPTION - TAG AXLE | STANDARD |
| 9999-CUSTOM-142167 | PUSHER/TAG SPACING | NO OPTION - PUSHER/TAG SPACING | STANDARD |
| 1500-5056 | FRAME | FRAME ASSEMBLY, 194 WB, 30' DBL SILL, HMX, STANDARD, LET2 | -$570 |
| 2102-0135 | ABS SYSTEM | ABS SYSTEM, BENDIX 6S/6M, 500K BAUD | $126 |

| CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-142363 | ENGINE PTO ADAPTER | 1350/1410 FEPTO ADAPTER | STANDARD |
| 9999-CUSTOM-142626 | FUEL TANK SPACERS | NO OPTION - FUEL TANK SPACER | STANDARD |
| 9999-CUSTOM-83538 | TIRES/WHEELS - 60/40 STEER AXLE **OBSOLETE** | NO OPTION - RIDEWELL RDS-209 TIRES | STANDARD |
| 9999-CUSTOM-83061 | CHASSIS, CAB INTERAXLE BUZZER | NO OPTION - INTERAXLE BUZZER, CHASSIS | STANDARD |
| 9999-CUSTOM-82671 | DECAL - ENGINE, 50 STATE CLEAN IDLE/CARB | NO OPTION - CLEAN IDLE DECAL | -$30 |
| 2000-4813 | DECALS - CHASSIS EXTERIOR | DECALS, EXTERIOR, DIESEL,TRANSYND | STANDARD |
| 2003-0614 | HVAC - CHASSIS | HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING | STANDARD |
| 2201-0119 | WINDSHIELD WIPERS - CHASSIS | WINDSHIELD WIPERS, DUAL DRIVE | STANDARD |
| 1010-1222 | AIR CLEANER | AIR CLEANER, CUMMINS L9, CUMMINS OPTI-AIR, LET2 | STANDARD |
| 9999-CUSTOM-82666 | CAC PIPING | NO OPTION - CHARGE AIR PIPING, L9 | STANDARD |
| 2103-0293 | ELECTRICAL, ENGINE | ELECTRICAL, ENGINE, CUMMINS L9, 500K BAUD | STANDARD |
| 9999-CUSTOM-83087 | ENGINE, BELT | NO OPTION - L9 ENGINE BELT, A/C | STANDARD |
| 1006-1125 | ENGINE MOUNTING | ENGINE MOUTNING, CUMMINS L9/L9N, DOUBLE SILLS, 4500RDS | $1,103 |
| 9999-CUSTOM-82621 | GAUGE - ENGINE OIL TEMP GAUGE | NO OPTION - ENGINE OIL TEMP GAUGE | STANDARD |
| 9999-CUSTOM- | | | |

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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 142610 | GAUGE - AIR SUSPENSION | NO OPTION - AIR SUSPENSION PRESSURE GAUGE | STANDARD |
| 1602-0076 | CAB MOUNTING | CAB MOUNTING - LET2 STANDARD CAB | STANDARD |
| 9999-CUSTOM-142407 | FRAME MODIF, CNG TANK DRILLING | NO OPTION - CNG TANK DRILLING | STANDARD |
| 9999-CUSTOM-83074 | FRAME - BATTERY BOX MTG, DROP FRAME | NO OPTION - BATTERY BOX MTG, DROP FRAME | STANDARD |
| 1502-0632 | FRAME - FRONT EXTENSION | FRONT FRAME EXTENSION, NARROW FLANGE BUMPER | -$88 |
| 9999-CUSTOM-83075 | FRAME - FUEL TANK MTG, DROP FRAME | NO OPTION - FUEL TANK MTG, DROP FRAME | STANDARD |
| 1503-2963 | OVER ENGINE CROSSMEMBER | OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LET2 | STANDARD |
| 2100-3347 | ELECTRICAL, BASE, CHASSIS | ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG | STANDARD |
| 9999-CUSTOM-82834 | AUTO NEUTRAL - CHASSIS | NO OPTION - AUTO NEUTRAL, CHASSIS | STANDARD |
| 9999-CUSTOM-83070 | AIR PIPING, RDS-209 TRACTION ASSIST | NO OPTION - RDS-209 TRACTION ASSIST | STANDARD |
| 1908-0090 | AIR PIPING, REAR AXLE | AIR PIPING, HMX REAR SUSPENSION, 6S/6M | $573 |
| 1204-0227 | REAR BUMP BLOCKS | REAR BUMP BLOCK, CAST BOLT ON, HMX | $218 |
| 1402-0629 | POWER STEERING RESERVOIR | POWER STEERING RESERVOIR, 4 QT, 2021 L9/L9N, TRW PUMP, LET2 | STANDARD |
| 1401-0331 | STEERING COLUMN CHASSIS (LH) | STEERING COLUMN, CHASSIS - LET2, LHD, TILT, W/CRUISE, 18" WHEEL | STANDARD |
| 1401-0333 | STEERING COLUMN CHASSIS (RH) | STEERING COLUMN, CHASSIS - LET2, RHD, TILT, W/CRUISE, 18" WHEEL | STANDARD |
| 1400-0715 | STEERING GEAR | STEERING GEAR, XD-120, RH/DUAL DRIVE, STANDARD CAB, LET2 | $564 |
| 9999-CUSTOM-82837 | ELECTRICAL, TRANSMISSION RETARDER | NO OPTION - TRANSMISSION RETARDER, CHASSIS | STANDARD |
| 2501-1525 | TRANSMISSION OIL PIPING | TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS | STANDARD |
| 9999-CUSTOM-142641 | TRANSMISSION REMOTE VENT | NO OPTION - REMOTE TRANS VENT | STANDARD |

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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-142612 | GAUGE - BRAKE APPLICATION | NO OPTION - BRAKE APPLICATION GAUGE | STANDARD |
| 9999-CUSTOM-83008 | GAUGES - MISC OPTIONS | NO OPTION - MISC GAUGES, CHASSIS | STANDARD |
| 9999-CUSTOM-140304 | FRAME MODIF, CENTER BEARING DRILLING | NO OPTION, CENTER BEARING DRILLING | STANDARD |
| 9999-CUSTOM-142262 | FRAME MODIF, REAR BUMPER ASSY | NO OPTION - FRAME MOD REAR BUMPER | STANDARD |

| OPTIONS, CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 1100A-0059 | FRONT STEER AXLE | FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, >190" WB, 16.5 X 7 ES1100 BRAKES | $480 |
| 1101-0643 | FRONT SUSPENSION | FRONT SUSPENSION, D2000F, 22K MULTI-LEAF, STD SHOCKS | $92 |
| 2000-4734 | LUBE, REAR DRIVE AXLE | LUBE, REAR AXLE, STANDARD, D46-170P AXLE 85W-140 | $152 |
| 9999-CUSTOM-142595 | BREATHER, REAR DRIVE AXLE | NO OPTION - AXLE BREATHER | STANDARD |
| 9999-CUSTOM-83005 | ELECTRICAL, AXLE DIFF LOCK CONTROLS | NO OPTION - AXLE DIFF LOCK CONTROLS, CHASSIS | STANDARD |
| 1003A-0049 | DEF TANK | DEF TANK. MTD RH BEHIND FENDER, RH 32/38, B6.7/L9 | STANDARD |
| 1003-0971 | FUEL TANK | DIESEL FUEL TANK, SINGLE 80 GAL ROUND, ALUMINUM, W/O DRAIN | -$766 |
| 9999-CUSTOM-82505 | FUEL ACCESSORIES | NO OPTION - FUEL ACCESSORIES | STANDARD |
| 2503-0894 | FUEL PIPING / FILTER | PIPING,FUEL,L9, RH 56/74, RH DEF | -$39 |
| 9999-CUSTOM-139401 | FUEL PIPING, CNG | NO OPTION - FUEL PIPING, CNG | STANDARD |
| 2101-0645 | BATTERY BOX | BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER | $333 |
| 9999-CUSTOM-82509 | BATTERY BOX SPACERS | NO OPTION - BATTERY BOX SPACERS | -$127 |
| 9999-CUSTOM-83002 | ELECTRICAL, BATTERY DCS INDICATOR LIGHT | NO OPTION - BATTERY DCS LIGHTING | STANDARD |
| 9999-CUSTOM-82614 | ELECTRICAL, JUMP START | NO OPTION - JUMP START | STANDARD |

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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| OPTIONS, CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 2000-4831 | ELECTRICAL, BATTERY CABLES | BATTERY/ALT CABLES, L9/L9N/ISX12N, BATT BOX LH 32/44, DISC SWITCH | $1,121 |
| 2100-2983 | ELECTRICAL, POWER FEED HARNESS | ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50 | $149 |
| 1010A-0052 | AIR CLEANER STACK | AIR CLEANER STACK, W/O PRECLNR, LET2 | STANDARD |
| 1004A-0052 | EXHAUST STACK | DIFFUSER EXHAUST STACK | $324 |
| 2100-3361 | ENGINE, ALTERNATOR | ALTERNATOR, DELCO 55 SI, 12V, 430 AMP, L9/L9N/ISX12N | STANDARD |
| 2500-0126 | ENGINE COOLING, OPTIONS | REMOTE COOLANT FILL, RH FENDER MOUNTED | $542 |
| 2000-4701 | ENGINE, DIPSTICK/OIL FILL | ENGINE DIPSTICK MTG ONLY, L9/L9N | STANDARD |
| 9999-CUSTOM-83013 | ENGINE OIL SAMPLE VALVE | NO OPTION - ENIGNE OIL SAMPLE VALVE | STANDARD |
| 162X-0494 | ENGINE PROGRAMMING PARAMETERS | ENGINE PRGM-B6.7/L9, A/C, NO IDLE SHUTDOWN, 1450 RPM TA, 65 MPH | STANDARD |
| 2502-0802 | AIR DRYER | AIR DRYER, BENDIX, AD9EP, LH FRONT/RH REAR/RH INSIDE SILL FRONT | STANDARD |
| 1910-0457 | AIR PIPING, AIR DRYER | AIR DRYER PIPING - AD9EP/AD-IP, LH STA. 68 / FRONT | STANDARD |
| 9999-CUSTOM-82833 | AUTO NEUTRAL | NO OPTION - AUTO NEUTRAL, CAB | STANDARD |
| 2100-3338 | ELECTRICAL, TCM | TCM-ALLISON, 4500RDS, DUAL DRIVE, TC521, 6 SPD, 145 AG, L9 | STANDARD |
| 9999-CUSTOM-83012 | TRANSMISSION OIL SAMPLE VALVE | NO OPTION - TRANS OIL SAMPLE VALVE | STANDARD |
| 9999-CUSTOM-83003 | TRANSMISSION SKID PAN | NO OPTION - TRANSMISSION SKID PAN | STANDARD |
| 1502-0637 | FRONT BUMPER | FRONT BUMPER, NARROW CUT BACK FLANGE FOR FRONT LOADERS | $1,006 |
| 9999-CUSTOM-142046 | REAR BUMPER | NO OPTION - REAR BUMPER | STANDARD |
| 1801-0591 | FENDERS, FRONT | FENDER, FRONT - BLACK PLASTIC, LET2 | STANDARD |
| 2003-0574 | ENGINE, BLOCK HEATER | ENGINE BLOCK HEATER, L9/L9N, 120V IND LT, 1000W, FLAT BUMPER | $398 |
| 1600-4876 | PROPSHAFT | PROPSHAFT, 194" WB, L9/L9N, 4500RDS, D-170/190 | $690 |
| 1503-2859 | AIR PIPING, FRAME SUPPORTS | FRAME AIR PIPING SUPPORTS, >190" WB, TANDEM AXLE, DOUBLE SILLS | $55 |
| 9999-CUSTOM- | | | |

| QUOTATION | DATE | PAGE | CUSTOMER NAME | DEALER NAME |
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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| OPTIONS, CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 82520 | FRAME - FEPTO CROSSMEMBER | NO OPTION - FETPO CROSSMEMEBER | STANDARD |
| 2000-4607 | TOW PINS/HOOKS OPTIONS | FRONT TOW PINS, FLAT BUMPER, LET2 | $158 |
| 9999-CUSTOM-142593 | FRONT SKID PLATE | NO OPTION - FRONT SKID PLATE | STANDARD |
| 1906-0844 | AIR PIPING, FRAME | FRAME AIR PPG - (3) STEEL AIR TANKS, LET2, W/ CENTRALIZED DRAINS | -$303 |
| 9999-CUSTOM-83325 | AIR PIPING, PUSHER/TAG AXLE | NO OPTION - PUSHER/TAG AXLE AIR PIPING | STANDARD |
| 9999-CUSTOM-82502 | AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES | NO OPTION - DRAIN VALVES | STANDARD |
| 9999-CUSTOM-82670 | AIR PIPING, OPTIONAL MANUAL DRAIN VALVES | NO OPTION - MANUAL DRAIN VALVES | STANDARD |
| 9999-CUSTOM-82501 | AIR PIPING, OPTIONAL CHARGE VALVE | NO OPTION - CHARGE VALVE | STANDARD |
| 9999-CUSTOM-82503 | AIR PIPING, OPTIONAL GLADHANDS | NO OPTION - GLADHANDS | STANDARD |
| 9999-CUSTOM-142071 | AIR SUSPENION OVERRIDE | NO OPTION - AIR SUSP DUMP VALVE, CHASSIS | STANDARD |
| 2000-4582 | AIR HORN, CHASSIS | AIR HORN, DUAL TONE, UNDER CAB | $817 |
| 2000-2215 | BACK-UP ALARM | BACK-UP ALARM, ECCO 575, 107DB | STANDARD |
| 9999-CUSTOM-83010 | FIRE EXTINGUISHER - CHASSIS MOUNTED | NO OPTION - FIRE EXTINGUISHER, CHASSIS MOUNTED | STANDARD |
| 9999-CUSTOM-139179 | RETAINER CABLES | NO OPTION-RETAINER CABLES | STANDARD |
| 9999-CUSTOM-82514 | ELECTRICAL, DRIVE AWAY KIT | NO OPTION - DRIVE AWAY KIT | STANDARD |
| 9999-CUSTOM-139184 | WHEEL TORQUE INDICATORS | NO OPTION - WHEEL TORQUE INDICATORS | STANDARD |
| 2-519-4687-0070 | TIRES/WHEELS - FRONT STEER AXLE | TOYO M153, 315/80R22.5, 20/L, ACCURIDE, STEEL, PC WHITE 5.25" INSET | -$295 |
| 8-519-2863-0124 | TIRES/WHEELS - DRIVE AXLE | TOYO M170, 11R22.5, 16/H, ACCURIDE, STEEL, PC WHITE | $2,375 |

| QUOTATION | DATE | PAGE | CUSTOMER NAME | DEALER NAME |
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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| OPTIONS, CHASSIS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 83539 | **TIRES/WHEELS - PUSHER AXLE** | NO OPTION - PUSHER TIRES/WHEELS | STANDARD |
| 9999-CUSTOM-83531 | **TIRES/WHEELS - TAG AXLE** | NO OPTION - TAG AXLE TIRE/WHEELS | STANDARD |
| 2501-1541 | **OIL PIPING, CAB TILT** | CAB TILT, LET2, ELEC PUMP, ELEC. FAN, NO PLOW | STANDARD |
| 1005-1883 | **ENGINE COOLING** | RADIATOR; CUMMINS 2021 L9, OFFSET RADIATOR LET2 | STANDARD |
| 1004-2076 | **EXHAUST** | EXHAUST, 2021 CUMMINS L9, 370-450 HP, LET2 OFFSET RAD. | $1,975 |
| 9999-CUSTOM-140340 | **TRAILER BRAKES** | NO OPTION - TRACTOR PROTECTION VALVE | STANDARD |
| 9999-CUSTOM-83326 | **A/C COMPRESSOR** | NO OPTION - 2ND A/C COMPRESSOR | STANDARD |

| CAB | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-142395 | **CAB, TRAILER BRAKES** | NO OPTION - TRACTOR PROTECTION VALVE | STANDARD |
| 1800-1895-CAB | CAB MODEL | CAB ASSY, GREEN GLASS, NO ROOF VENTS, W/O VISOR, LET2 | -$295 |
| 1809-0175-CAB | CAB - OVERHEAD CONSOLE / RADIO | OVERHEAD CONSOLE, DUAL DRIVE, MTD LH SIDE AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LET2 | $91 |
| 1809-0167-CAB | **CAB - FLOOR GRIP TAPE** | FLOOR GRIP TAPE INSTALLATION, LET2 | STANDARD |
| 1001-0960-CAB | **CAB - ACCELERATOR PEDAL** | ACCELERATOR PEDAL, CUMMINS, DUAL DRIVE | $548 |
| 2100-3347-CAB | **CAB - BASE ELECTRICAL** | ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT | STANDARD |
| 9999-CUSTOM-82619 | **CAB - MODIFICATION (LH DOOR)** | NO OPTION - CAB MODIFICAION (LH DOOR) | STANDARD |
| 9999-CUSTOM-82620 | **CAB - MODIFICATION (RH DOOR)** | NO OPTION - CAB MODIFICAION (RH DOOR) | STANDARD |
| 2000-4561-CAB | **CAB - GRAB HANDLES (LH)** | LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS | STANDARD |
| 2000-4862-CAB | **CAB - GRAB HANDLES (RH)** | RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS | STANDARD |
| 9999-CUSTOM-82618 | **CAB, ELEC - DOOR WINDOWS - SWITCH COUNT** | DUAL DRIVE, LH E/R, RH E/R | STANDARD |
| 2100-3352-CAB | **CAB, ELECTRICAL - DOOR WINDOWS** | CAB, ELECTRICAL, POWER WINDOWS, 4 SWITCHES | $14 |
| 9999- | | | |

| QUOTATION | DATE | PAGE | CUSTOMER NAME | DEALER NAME |
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|---|---|---|---|
| 9999-CUSTOM-82838 | CAB, ELEC - TRANS RETARDER | NO OPTION - TRANSMISSION RETARDER, CAB | STANDARD |
| 9999-CUSTOM-82623 | CAB - ABS SYSTEM | NO OPTION - ABS ATC OPTION | STANDARD |
| 1908-0090-CAB | CAB AIR PIPING, REAR AXLE | CAB AIR PIPING, HMX REAR SUSPENSION, 6S/6M | $35 |
| 2000-4809-CAB | DECALS - CAB INTERIOR | DECALS, INTERIOR, DUAL DRIVE, DIESEL | $22 |
| 9999-CUSTOM-83100 | DECALS - CALIFORNIA PROPOSTION 65 | NO OPTION - EPA / NON-CARB | -$17 |
| 1810-0043-CAB | CAB - MISC COMPONENTS | CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS | STANDARD |
| 9999-CUSTOM-83327 | PUSHER/TAG CAB CONTROLS | NO OPTION - PUSHER/TAG AXLE CAB CONTROLS | STANDARD |
| 9999-CUSTOM-142070 | AIR SUSPENSION OVERRIDE | NO OPTION - AIR SUSP DUMP VALVE, CAB | STANDARD |

| OPTIONS, CAB | | DESCRIPTION | PRICE |
|---|---|---|---|
| 1803-0087-CAB | CAB - DOOR (LH) | STANDARD DOOR, LH, ELECTRIC ROLL UP | STANDARD |
| 1804-0086-CAB | CAB - DOOR (RH) | STANDARD DOOR, RH, ELECTRIC ROLL UP | STANDARD |
| 9999-CUSTOM-82515 | CAB - DOOR SAFETY BELT | NO OPTION - DOOR SAFETY STRAP | STANDARD |
| 9999-CUSTOM-82532 | CAB - FLOOR GRATING (LH) | NO OPTION - LH FLOOR GRATE | STANDARD |
| 9999-CUSTOM-82533 | CAB - FLOOR GRATING (RH) | NO OPTION - RH FLOOR GRATE | STANDARD |
| 1806-1332-CAB | CAB - MIRROR (LH) | WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED | $83 |
| 1808-0120-CAB | CAB - MIRROR (RH) | WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED | $45 |
| 1806-1292-CAB | CAB - MIRROR, SPOT | MIRROR, SPOT - (1) LH / (1) RH, BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED | $246 |

| QUOTATION | DATE | PAGE | CUSTOMER NAME | DEALER NAME |
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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| OPTIONS, CAB | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-82673 | CAB - MIRROR, LH LOOK DOWN | NO OPTION - LH LOOK DOWN MIRROR | STANDARD |
| 9999-CUSTOM-82674 | CAB - MIRROR, RH LOOK DOWN | NO OPTION - RH LOOK DOWN MIRROR | STANDARD |
| 1401-0331-CAB | STEERING COLUMN CAB (LH) | STRG COLUMN ASSY - LET2, LHD,TILT, W/CRUISE, 18" WHEEL | STANDARD |
| 1401-0333-CAB | STEERING COLUMN CAB (RH) | STEERING COLUMN, CAB - LET2, RHD, TILT, W/CRUISE, 18" WHEEL | $1,479 |
| 9999-CUSTOM-139492 | STEERING COLUMN COVER, (RH) | NO OPTION - RH STEERING COLUMN COVER | STANDARD |
| 9999-CUSTOM-82609 | RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE | RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE | STANDARD |
| 2003-0614-CAB | HVAC - CAB | HVAC, LET2 STD CAB, L9/L9N, AURORA NON-BLENDING | STANDARD |
| 2003-0369-CAB | CAB - DEFROST FANS | CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE | STANDARD |
| 9999-CUSTOM-82530 | CAB - ROOFTOP A/C OPTION | NO OPTION - ROOFTOP A/C | STANDARD |
| 2100-3405-CAB | CAB, ELECTRICAL - IGNITION | CAB, IGNITION (6) KEYS D250, STD/BI-FOLD DOOR C250 | $15 |
| 2202-0049-CAB | CAB - DASH/INSTRUMENTATION | ANALOG GAUGES, DUAL DRIVE, RH MIN, DIESEL, MPH, LET2 | $1,868 |
| 9999-CUSTOM-142590 | CAB - CAMERA | NO OPTION - CAMERA | STANDARD |
| 9999-CUSTOM-140511 | CAB, ADAS | NO OPTION - ADAS | STANDARD |
| 9999-CUSTOM-82622 | CAB - GAUGES - ENGINE OIL TEMPERATURE | NO OPTION - ENGINE OIL TEMP GAUGE - CAB | STANDARD |
| 9999-CUSTOM-82625 | CAB - GAUGES - TRANSMISSION TEMP | NO OPTION - TRANSMISSION TEMP GAUGE | STANDARD |
| 9999-CUSTOM-142605 | CAB - GAUGES - AIR SUSPENSION | NO OPTION - AIR SUSPENSION PRESSURE GAUGE | STANDARD |
| 9999-CUSTOM-142607 | CAB - GAUGES - BRAKE APPLICATION | NO OPTION - BRAKE APPLICATION GAUGE | STANDARD |
| 9999-CUSTOM- | | | |

| QUOTATION | DATE | PAGE | CUSTOMER NAME | DEALER NAME |
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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| OPTIONS, CAB | | DESCRIPTION | PRICE |
|---|---|---|---|
| 82626 | CAB - GAUGES - MISC OPTIONS | NO OPTION - MISC GAUGES | STANDARD |
| 9999-CUSTOM-83007 | CAB - ENGINE BRAKE | NO OPTION - ENGINE BRAKE CONTROLS, CAB | STANDARD |
| 9999-CUSTOM-83060 | CAB - INTERAXLE BUZZER/ALARM | NO OPTION - INTERAXLE BUZZER, CAB | STANDARD |
| 9999-CUSTOM-82517 | CAB - FLASHER OPTIONS | NO OPTION - FLASHERS | STANDARD |
| 9999-CUSTOM-82518 | CAB - LIGHTING OPTIONS | NO OPTION - CAB LIGHTING | STANDARD |
| 9999-CUSTOM-82522 | CAB - 12V POWER OPTIONS | NO OPTION - 12V POWER OPTIONS | STANDARD |
| 1907-0458-CAB | CAB - AIR PIPING | CAB AIR PIPING, DUAL DRIVE, RH SIT-DOWN SEATING, RH FOOTREST, LET2/LET2CC | STANDARD |
| 9999-CUSTOM-82506 | CAB - RAINGEAR STORAGE | NO OPTION - RAINGEAR STORAGE | STANDARD |
| 2000-4880-CAB | CAB - WINDSHIELD GUARD | CAB WINDSHIELD GUARD, PC BLACK, BATTLE GRILL | $748 |
| 9999-CUSTOM-82498 | CAB - FIRE EXTINGUISHER | NO OPTION - FIRE EXTINGUISHER | STANDARD |
| 9999-CUSTOM-82508 | CAB - FIRST AID KIT | NO OPTION - FIRST AID KIT | STANDARD |
| 9999-CUSTOM-82507 | CAB - TRIANGLE KIT | NO OPTION - TRIANGLE KIT | STANDARD |
| 1810-0061-CAB | CAB GRILLE | BATTLE GRILLE, SMOOTH FLAT BLACK | STANDARD |

| OPTIONS, CAB SEATS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-82616 | CAB - SEAT MATERIAL | SEAT - ASPHALT CLOTH | STANDARD |
| 2001-0501-CAB | CAB - SEATS (LH) | SEAT AIR RIDE, SEARS SENTRY, ADJUSTABLE LUMBAR/ISOLATOR/SKIRT, ASPHALT CLOTH, LH, LET2 | $311 |
| 2011-0284-CAB | CAB - SEATS (RH) | SEAT 2-WAY ADJUSTABLE, SEARS C2, ASPHALT CLOTH, RH, LET2 | STANDARD |
| 9999-CUSTOM-82612 | CAB - SEAT (CENTER BENCH) | NO OPTION - CENTER BENCH SEAT, LET2 | STANDARD |

| QUOTATION | DATE | PAGE | CUSTOMER NAME | DEALER NAME |
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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| OPTIONS, CAB SEATS | | DESCRIPTION | PRICE |
|---|---|---|---|
| | (LH) | SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2 | $23 |
| 2000-4859-CAB | CAB - SEAT BELTS (RH) | SEAT BELT, BLACK, RH SIDE, FIXED SEAT, LET2 | STANDARD |
| 9999-CUSTOM-82808 | CAB - SEAT (LH), RH ARMREST | NO OPTION - RH ARMREST, LH SEAT | STANDARD |
| 9999-CUSTOM-82809 | CAB - SEAT (RH), LH ARMREST | NO OPTION - LH ARMREST, RH SEAT | STANDARD |
| 2000-4786-CAB | CAB - SEAT ADJUSTABLE SHOCK (LH) | ADJUSTABLE SEAT SHOCK, LH SEARS SENTRY/DLX SEAT | $186 |
| 9999-CUSTOM-82810 | CAB - SEAT ADJUSTABLE SHOCK (RH) | NO OPTION - RH ADJUSTABLE SEAT SHOCK | STANDARD |

| PAINT | | DESCRIPTION | PRICE |
|---|---|---|---|
| 356-0322 | PAINT, CAB | PAINT, CAB, STANDARD WHITE, G2-3460715-A | STANDARD |
| 9999-CUSTOM-140265 | PAINT, CAB VISOR | NO OPTION - CAB VISOR SAME COLOR AS CAB | STANDARD |
| 9999-CUSTOM-83308 | PAINT, CAB STRIPES | NO OPTION - CAB STRIPES | STANDARD |
| 9999-CUSTOM-83309 | PAINT, CLEAR COAT | NO OPTION - CAB CLEAR COAT | STANDARD |
| 356-0323 | PAINT, CHASSIS | PAINT, CHASSIS, STANDARD BLACK, G2-2B1738 | STANDARD |
| 356-0329 | PAINT, BUMPER | PAINT, BUMPER - STANDARD BLACK, G2-2B1738 | STANDARD |

| WARRANTY | | DESCRIPTION | PRICE |
|---|---|---|---|
| 306A-0001 | WARRANTY, CHASSIS | WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE | STANDARD |
| 306A-0041 | WARRANTY, ENGINE | WARRANTY, CUMMINS STANDARD, 2 YEAR | STANDARD |
| 9999-CUSTOM-83306 | WARRANTY, ENGINE MAJOR COMPONENTS | NO OPTION-WARRANTY, MAJOR COMPONENTS | STANDARD |
| 9999-CUSTOM-83307 | WARRANTY, AFTERTREATMENT | WARRANTY, CUMMINS STANDARD, 2 YEAR | STANDARD |
| 306A-0013 | WARRANTY, TRANSMISSION | WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD | STANDARD |
| 306A-0022 | WARRANTY, DRIVE AXLE | WARRANTY, STANDARD 2 YEAR | STANDARD |

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# 1002050-1002051 LET2-46 FL STD. CAB LABRIE WITTKE KYRISH TRUCK CENTERS STOCK PROPOSAL

| CUSTOM OPTIONS | | DESCRIPTION | PRICE |
|---|---|---|---|
| 9999-CUSTOM-83331 | **CUSTOM OPTIONS** | NO OPTION - CUSTOM OPTIONS | STANDARD |
| 9999-CUSTOM-140540 | **FRAME (QUOTE ONLY)** | NO-OPTION, FRAME AVAILABLE IN UPPER SELECTION | STANDARD |
| 9999-CUSTOM-140539 | **PROP SHAFT (QUOTE ONLY)** | NO OPTION - PROP SHAFT AVAILABLE IN UPPER SELECTION | STANDARD |
| 9999-CUSTOM-141986 | **AIR PIPING, AIR DRYER (QUOTE ONLY)** | NO OPTON (AVAILABLE IN UPPER SELECTION) | STANDARD |

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**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
APPOINTMENTS
Agenda Item No: 13.A.

1. **Agenda Item:**
Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Charter Review Committee, One Member; Planning and Zoning Commission; One Member; Zoning Board of Adjustments, One Alternate Member. [Clarice Y. Balderas, City Secretary]

2. **Description:**
City staff is presenting the following Appointment to the City Advisory Board, Council, Commission and Committee for consideration:
**Charter Review Committee (1 Member)** - The Charter Review Committee shall forthwith study the existing City Charter, as amended, and make recommendations to the City Council on whether or not said City Charter should be amended, and if it should be amended, the particular amendments that are deemed necessary and desirable.
**Present Member(s):**
**Applicant (s):**

**Planning and Zoning Commission (1 Member) -** Function: Review and make recommendations to the City Council on rezoning; special use permits; and subdivisions.
**Present Member(s):** Joe Ochoa

**Applicant(s):** Rodolfo Ramirez, Sandra Y. Alaniz, Alberto Sanchez Vega

**Zoning Board of Adjustments (1 alternate)-** Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.
**Present Members:** Diane Teter

**Applicants:** Ronnie Cavazos

Sec. 32.01 – Residence or tax paying status requirements for membership.
1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.
2. Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy
1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all

appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall be limited to three continuous, two-year terms, for a maximum of six continuous years. Board members who exceed six continuous years may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

**3. <u>Staff's Recommendation:</u>**

Approve Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Charter Review Committee, One Member; Planning and Zoning Commission, One Member, Zonning Board of Adjustments One Alternate Member.

**Reviewed by:**

**Prepared by:**
Clarice Balderas, City Secretary

**<u>Attachments:</u>**
None

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
CONSENT AGENDA
Agenda Item No: 15.A.
Strength and Classifications-Firefighters

1. **Agenda Item:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Firefighters. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg maintains a Fire Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid Firefighters in said department; pursuant to Local Government Code Chapter 143 Section 143.021.

The Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program serves a crucial purpose by offering financial support to fire departments and volunteer firefighter organizations. This grant will assist the City in recruiting firefighters, thus increasing the Edinburg Fire Department's firefighting capacity. This ensures enhanced protection from fire and fire-related hazards. This grant program will allow the fire department to continue to contribute to the safety and well-being of the community.

The grant award, which does not require any match funds, will be entirely financed by federal funding to support the hiring of four (4) full-time firefighters, providing complete salary and fringe benefit coverage for a three-year duration.

It is recommended to increase the classification of Firefighter by four (4) additional positions to allow fulfillment as per Staffing for Adequate Fire and Emergency Response (SAFER) Grant awarded to the City on August 30, 2023.

The City has been awarded Federal Emergency Management Agency (FEMA) grant funds in the amount of $1,060,068.36 for a period of three (3) years.

Grant is allocated as follows:
$340,635.28 (salary and benefits) FY 2023/2024
$349,834.96 (salary and benefits) FY 2024/2025
$369,598.12(salary and benefits) FY 2025/2026

The authorized strength is being amended for FY 2023/2024 as follows:

| RANKS | POSITIONS |
|---|---|
| Firefighter | 40 |
| (Firefighter - Non-Certified) | |
| (Firefighter - Certified) | |
| Driver/Apparatus Engineer | 15 |
| Lieutenant | 21 |

| | |
|---|---|
| Captain | 4 |
| Deputy Chief | 4 |
| TOTAL AUTHORIZED STRENGTH: | 84 |

Approving this ordinance will allow for the modification of the strength and classification of the City of Edinburg Fire Department's Firefighters.

**3. <u>Staff's Recommendation:</u>**

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Firefighters.

**Reviewed by:**

**Prepared by:**
Belinda Torres
Director of Human Resources/Civil Service

**<u>Attachments:</u>**

A. Ordinance Amending Strength Ordinance for Fire FY 2023-2024

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG FIREFIGHTERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ITS CODIFICATION IN THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF**.

**WHEREAS**, the City of Edinburg maintains a Fire Service for the health, safety and protection of its citizens; and,

**WHERAS**, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid firefighters in said department; and,

**WHEREAS**, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS THAT:**

**SECTION I.** **AUTHORITY OF LAW**. All requirements of the law have been met in the passing of this Ordinance.

**SECTION II.** The number of authorized persons for the classifications of members of the fire department is as set forth in the attached Exhibit "A". The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Fire Department may have a lesser number of employees in such classification depending on the ability of the Fire Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

**SECTION III.** **REPEALER CLAUSE.** This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

**SECTION IV.** **SAVINGS CLAUSE.** If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be

affected thereby and they shall remain in full force and effect.

**SECTION V. CODIFICATION:** This Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VI. PUBLICATION AND EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and publication according to law.

**SECTION VII. WAIVER CLAUSE:** The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 17th day of October 2023.

**CITY OF EDINBURG**

**BY:** _____
Ramiro Garza, Jr., Mayor

**ATTEST:**

**BY:** _____
Clarice Balderas, City Secretary

**APPROVED AS TO FORM:**

OMAR OCHOA LAW FIRM, P.C.

**BY:** _____
Omar Ochoa, City Attorney

EXHIBIT "A" TO ORDINANCE NO. _____
FIRE DEPARTMENT CLASSIFICATION OF POSITIONS

| RANKS | POSITIONS |
|---|---|
| Firefighter | 40 |
| (Firefighter - Non-Certified) | |
| (Firefighter - Certified) | |
| Driver/Apparatus Engineer | 15 |
| Lieutenant | 21 |
| Captain | 4 |
| Deputy Chief | 4 |
| TOTAL AUTHORIZED STRENGTH: | 84 |

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
CONSENT AGENDA
Agenda Item No: 15.B.
Strength and Classifications-Police Officers

1. **Agenda Item:**
Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City of Edinburg maintains a Police Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid Police Officers in said department; pursuant to Local Government Code Chapter 143 Section 143.021.

At the request of the department, the Police Chief is recommending to add an additional Sergeant to operations by reclassifying one position by reducing one (1) Police Officer position and increasing one (1) Sergeant position.

The authorized strength is being amended for FY 2023/2024 as follows:

| RANKS | POSITIONS |
|---|---|
| Police Officer | 159 |
| (Police Officer 1 (Non-Certified) | |
| (Police Officer 1 (Certified) | |
| (Police Officer 2) | |
| (Police Officer 3) | |
| Sergeant | 21 |
| Lieutenant | 8 |
| Assistant Chief | 2 |
| TOTAL AUTHORIZED STRENGTH: | 190 |

This amendment will be funded through the City's General Fund.

Approving this ordinance will allow for the modification of the strength and classification of the City of Edinburg Police Department's Police Officers.

3. **Staff's Recommendation:**
Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas to the Authorized Strength and Classifications of the City of Edinburg Police Officers.

**Reviewed by:**

**Prepared by:**
Belinda Torres
Director of Human Resources/Civil Service

**Attachments:**

A. Ordinance Amending Strength Ordinance for Police FY 2023-2024

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG POLICE OFFICERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ITS CODIFICATION IN THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF**.

**WHEREAS**, the City of Edinburg maintains a Police Service for the health, safety and protection of its citizens; and,

**WHERAS**, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid police officers in said department; and,

**WHEREAS**, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS THAT:**

**SECTION I.** **AUTHORITY OF LAW**. All requirements of the law have been met in the passing of this Ordinance.

**SECTION II.** The number of authorized persons for the classifications of members of the police department is as set forth in the attached Exhibit "A". The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Police Department may have a lesser number of employees in such classification depending on the ability of the Police Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

**SECTION III.** **REPEALER CLAUSE.** This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

**SECTION IV.** **SAVINGS CLAUSE.** If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be

affected thereby and they shall remain in full force and effect.

**SECTION V. CODIFICATION:** This Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VI. PUBLICATION AND EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its passage and publication according to law.

**SECTION VII. WAIVER CLAUSE:** The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 17th day of October 2023.

**CITY OF EDINBURG**

**BY:** _____
Ramiro Garza Jr., Mayor

**ATTEST:**

**BY:** _____
Clarice Balderas, City Secretary

**APPROVED AS TO FORM:**

OMAR OCHOA LAW FIRM, P.C.

**BY:** _____
Omar Ochoa, City Attorney

EXHIBIT "A" TO ORDINANCE NO. _____
POLICE DEPARTMENT CLASSIFICATION OF POSITIONS

| RANKS | POSITIONS |
|---|---|
| Police Officer | 159 |
| (Police Officer 1 (Non-Certified) | |
| (Police Officer 1 (Certified) | |
| (Police Officer 2) | |
| (Police Officer 3) | |
| Sergeant | 21 |
| Lieutenant | 8 |
| Assistant Chief | 2 |
| TOTAL AUTHORIZED STRENGTH: | 190 |

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
CONSENT AGENDA
Agenda Item No: 15.C.

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "16th Annual "Children's Fall Festival" Friday, October 27, 2023, Located at 1100 West Trenton, As Requested by Kassandra Rodriguez Representative of South Texas Health Systems - Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the Children's Fall Festival to be held Friday, October 27, 2023 at 1100 W Trenton or more commonly known as Children's Hospital of Edinburg.

The event will start at 6:00 p.m. and end at approximately 9:00 p.m. This request is being coordinated with several City departments including Fire, Parks and Recreation, Police, Public Works, and Solid Waste Department and the County of Hidalgo.

The applicant will be required to provide an insurance policy reflecting the City as the Certificate Holder for this event. Approval of this event will require the applicant to sign a hold harmless agreement as well.

3. **Staff's Recommendation:**
Staff recommends approval of the Temporary Special Use Permit for the Annual "Children's Fall Festival."

**Reviewed by:**

**Prepared by:**
Jaime Acevedo
Director of Planning and Zoning

**Attachments:**
A. Agenda Packet Attachment
B. Ordinance
C. Hold Harmless Agreement -STX Health Systems

**MEETING DATES:**
**CITY COUNCIL – 10/17/2023**
**DATE PREPARED – 10/11/2023**

## STAFF REPORT
## GENERAL INFORMATION

| | |
|---|---|
| **APPLICATION:** | Temporary Special Use Permit for "16th Annual Children's Fall Festival" |
| **APPLICANT:** | Kassandra Rodriguez |
| **AGENT:** | N/A |
| **LEGAL:** | |
| **LOCATION:** | 1100 W Trenton Rd |
| **LOT/TRACT SIZE:** | N/A |
| **CURRENT USE OF PROPERTY:** | Hospital |
| **PROPOSED USE OF PROPERTY:** | Children's Fall Festival |
| **EXISTING LAND USE/** | North – Agriculture and Suburban Residential (S) District |
| **ADJACENT ZONING:** | South – Multi Family and Urban (RM) District<br>East - Multi Family and Urban (RM) District<br>West – Agriculture (AO) District |
| **LAND USE PLAN DESIGNATION:** | Hospital |
| **ACCESS AND CIRCULATION:** | This property has access from Trenton Rd. |
| **PUBLIC SERVICES:** | Public utilities serve the site. |
| **RECOMMENDATION:** | Staff recommends approval of the Temporary Special Use Permit for "16th Annual Children's Fall Festival A comprehensive evaluation is on the following pages. |

**SPECIAL USE PERMIT**
**SOUTH TEXAS HEALTH SYSTEMS**
**"16th ANNUAL CHILDREN'S FALL FESTIVAL"**

## EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. "16th Annual Children's Fall Festival" consist of an event similar to a Bazzar, or Jamaica.

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Friday– October 27, 2023 – 6:00 p.m. to 9:00 p.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances

2. **Access Control:** The main access for this event will be from W Trenton Rd.

3. **Security Services:** Security services are provided by city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.

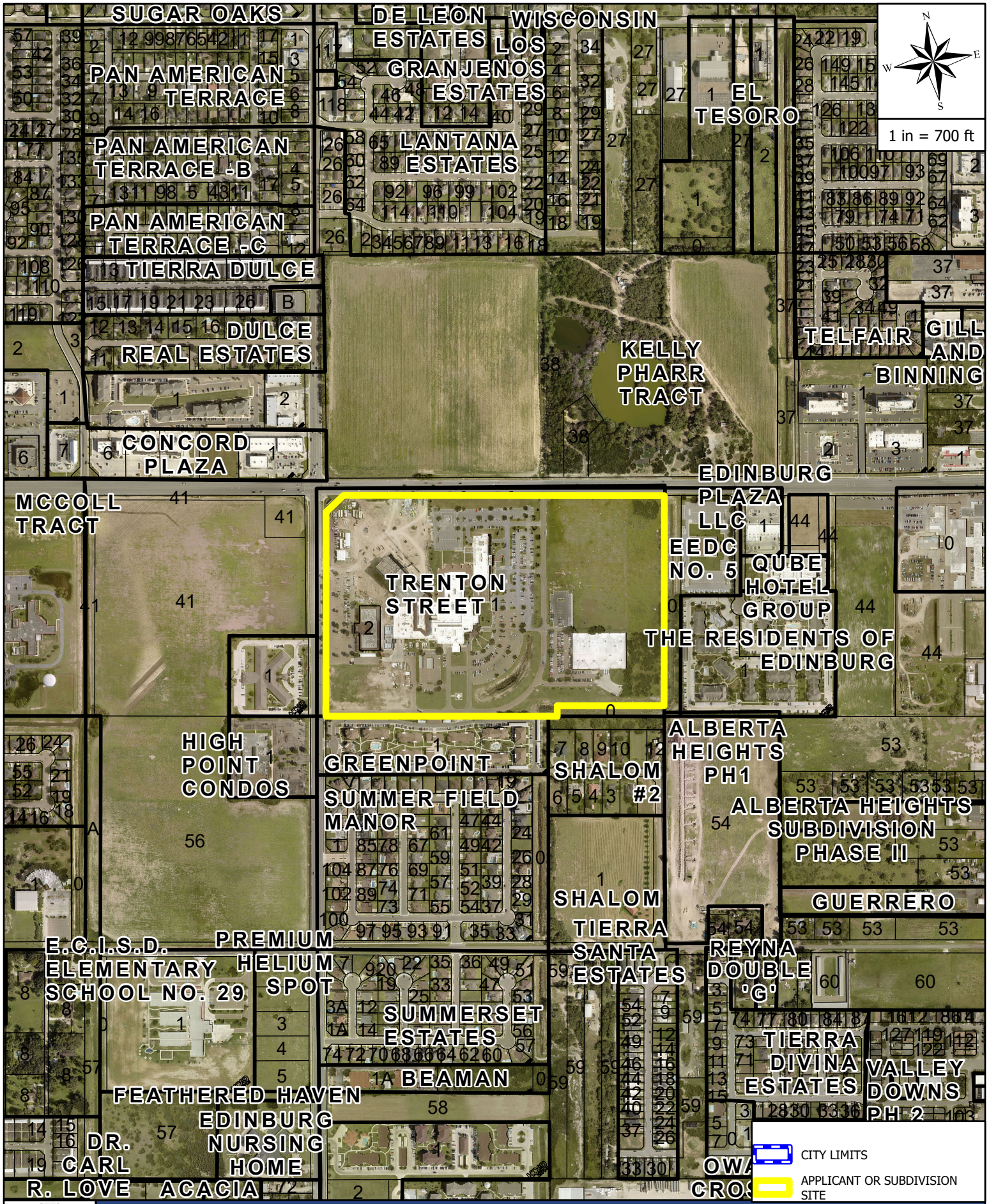
6. **Site Restoration:** The applicant will maintain and clear the property.

7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

**ATTACHMENTS:** Site Map
Route
Hold Harmless Agreement
Ordinance

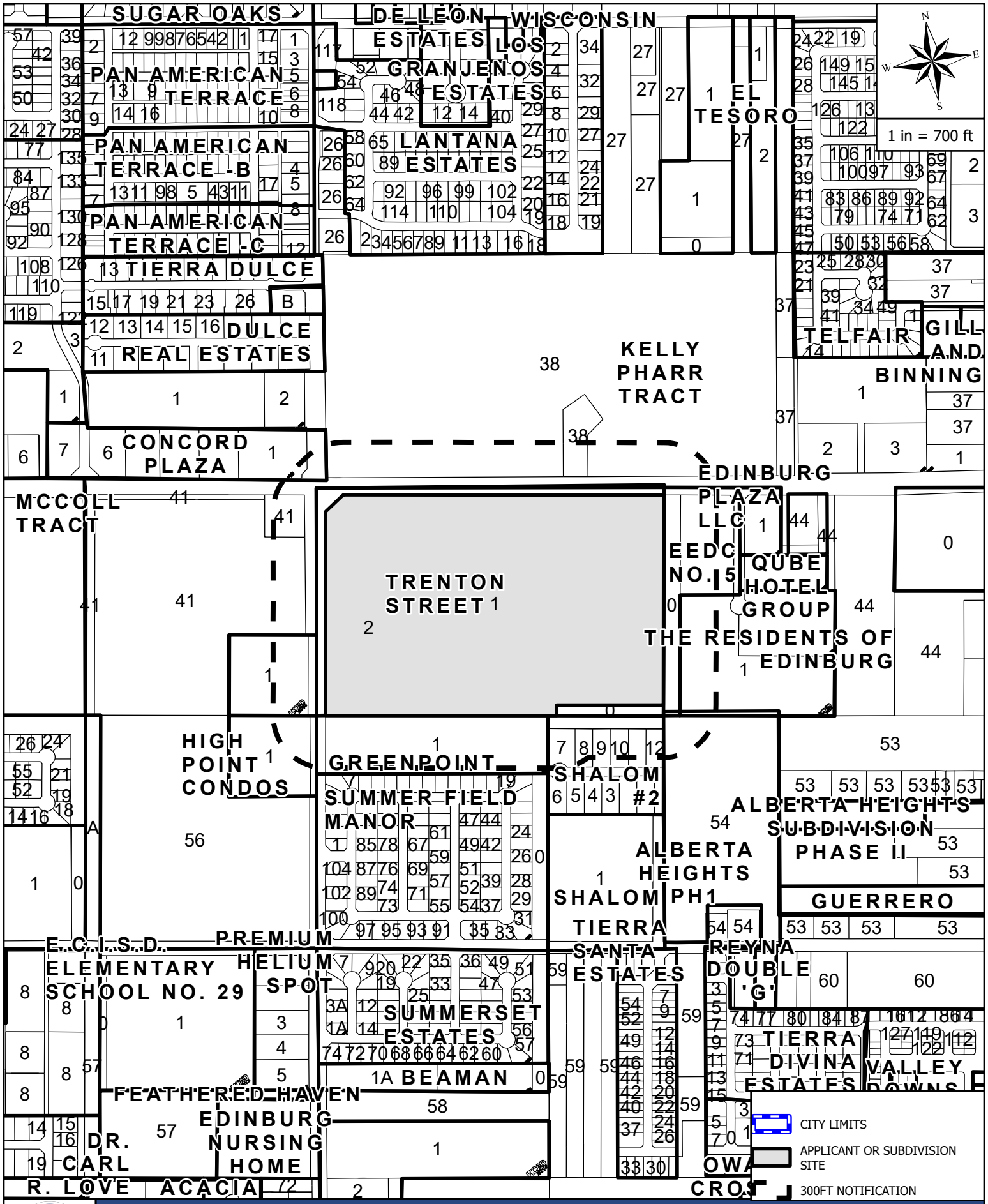



THE CITY OF EDINBURG TEXAS

**AERIAL MAP**

**APPLICANT AND/OR SUBDIVISION:**

**16TH ANNUAL CHILDREN'S FALL FESTIVAL**




THE CITY OF EDINBURG TEXAS

**MAILOUT AND SITE MAP**

**APPLICANT AND/OR SUBDIVISION:**

**16TH ANNUAL CHILDREN'S FALL FESTIVAL**

# CHILDREN'S

# Fall Festival

**MAIN PARKING LOT**
**STHS CHILDREN'S**
**FRIDAY, OCTOBER 27**
**6 – 9 P.M.**

## ILLUMINATED HALLOWEEN AND TRICK-OR-TREAT EXPERIENCE

This Halloween, **South Texas Health System® Children's** invites you to get in the spirit of the season at our trick-or-treat event.

Pack the family in the car and come collect prizes and treats while enjoying the spooktacularly themed booths and spaces decorated by South Texas Health System's facilities and departments, local community organizations and more.

Activities include:

- Trick-or-treating
- Interactive games
- Carnival rides
- Food trucks
- And more!

***Don't forget your treat bucket! Costumes encouraged.***

**FRIDAY, OCTOBER 27**
**6 – 9 P.M.**
**South Texas Health System Children's**
**Main Parking Lot**
**1102 W. Trenton Rd. • Edinburg, TX 78539**

**For more information, please contact the STHS Marketing Department at 956-388-2020 or STHSMarketing@uhsinc.com**

SOUTH TEXAS® HEALTH SYSTEM CHILDREN'S

Physicians are independent practitioners who are not employees or agents of South Texas Health System. The System shall not be liable for actions or treatments provided by physicians. For language assistance, disability accommodations and the non-discrimination notice, visit our website. 231645153-1656233 7/23

SOUTH TEXAS HEALTH SYSTEM CHILDREN'S

October 10, 2023

To Whom It May Concern,

Please consider this our letter of intent for our 16th Annual Children's Fall Festival scheduled for Friday, October 27 from 6 pm to 9 pm. The event would take place inside the main parking lot at our South Texas Health System Children's hospital, 1102 W. Trenton Rd. Edinburg, TX 78539.

We would like to formally request support services from the following City of Edinburg departments:

- Police to assist with traffic and safety awareness
- Utility department to assist with street banners to be displayed over Sugar Rd. and Trenton and one by Closner and Freddy Gonzalez Rd.
- Lit up signs from Traffic Department that say "Fall Festival Today 6 pm -9 pm)
- Additional waste and recycle bins

We appreciate the support that we received from the City of Edinburg in the years prior and hope to gain your support this year.
Please do not hesitate to contact me or Tom Castaneda, System Director of Public Relations and Marketing at Tom.Castaneda@uhsrgv.com or (956) 388-2020.
Enclosed you will find the official event flyer for your reference.

Respectfully,
Kassandra Rodriguez
Event Planner
South Texas Health System
Kassandra.Rodriguez@uhsrgv.com
(956) 388-2033

1102 W Trenton, edinburg, tex
Show search results for 110...
S SUGAR RD
W TRENTON RD
Bathrooms
Food
Stands

**Planning & Zoning**
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

# Special Use Permit Application:
## Events (Temporary Use Permit)

Date: October 10, 2023 ENERGOV CASE #: _____

1. Type of Event: Free Community Festival
2. Name of Event: Children's Fall Festival Phone: (956)-388-2020
3. Fundraising Event? ☐ YES ☑ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☑ NO

   *If fundraiser, please state use of proceeds:* N/A
4. Contact Name: Kassandra Rodriguez
5. Mailing Address: 4302 S. Sugar Road Edinburg, TX 78539
6. Email: Kassandra.Rodriguez@uhsrgv.com
7. Address/Location of Event: 1102 W. Trenton Rd. Edinburg, TX 78539
8. Legal Description of Property: _____
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: Friday, October 27, 2023 6:00p.m - 9:00p.m.

Kassandra Rodriguez
Name (Please type or print

KRdz
Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

**Items Needed:**

- ☐ **Sealed Survey or Metes and Bounds** (If acreage property)
- ☐ **Letter of Authorization from Owner** (If the applicant is not the owner of property)
- ☐ **Site Plan**
- ☐ **Letter of Proposal**
- ☐ **Insurance**

**Fee: $200**

**PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.:** _____

***NOTE:*** ***FAILURE TO APPEAR ON THE PUBLIC HEARING DATE MAY RESULT IN DENIAL OF APPLICATION.***

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "16TH ANNUAL CHILDREN'S FALL FESTIVAL" TO BE HELD ON FRIDAY, OCTOBER 27, 2023 AT 1102 WEST TRENTON, AS KNOWN AS THE SOUTH TEXAS HEALTH SYSTEMS CHILDREN'S HOSPITAL AS PROVIDED IN ARTICLE 2.511 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS,** Kassandra Rodriguez, on behalf of South Texas Health Systems – Children's Hospital has applied for a temporary special use permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas for the "16th Annual Children's Fall Festival" to be held on Friday, October 27, 2023; and

**WHEREAS,** this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

**WHEREAS,** the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AS FOLLOWS:**

**SECTION I. AUTHORITY OF LAW:** All requirements of the law have been met in the passing of this Ordinance.

**SECTION II.** That a temporary special use permit under Article 2.511 of the Unified Development Code of the City of Edinburg, Texas, be granted to South Texas Health Systems – Children's Hospital for the "16th Annual Children's Fall Festival", to be held on Friday, October 27, 2023 at 1102 West Trenton Road, Edinburg, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant will be on Friday October 27, 2023 from 6:00 P.M. – 9:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West Trenton Road, just east of Sugar Road.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be providing with electrical service.

5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.

7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The City is indemnified by the applicant of any and all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code enforcement Division if warranted.

**SECTION III. REPEALER CLAUSE:** This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

**SECTION IV. SAVINGS CLAUSE:** If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

**SECTION V. PUBLICATION AND EFFECTIVE DATE:** This Ordinance shall take effect immediately upon its passage and publication according to law.

**SECTION VI. CODIFICATION:** That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VII. WAIVER CLAUSE:** This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 17th day of October, 2023.

**CITY OF EDINBURG**

By: _____
Ramiro Garza, Jr., Mayor

**ATTEST:**

By: _____
Clarice Y. Balderas, City Secretary

**APPROVED AS TO FORM**:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

**STATE OF TEXAS** §

**HOLD HARMLESS AGREEMENT**

**COUNTY OF HIDALGO** §

**CITY OF EDINBURG**

This agreement is entered into this 17th day of October, 2023, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Kassandra Rodriguez on behalf of South Texas Health Systems, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

**WITNESSETH:**

**I.**

**INDEMNITY**

Kassandra Rodriguez, on behalf of South Texas Health Systems, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on October 17, 2023 for the "16th Annual Children' Fall Festival " to be held on Friday October 27, 2023, at South Texas Health System Children's Hospital, located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas. Kassandra Rodriguez on behalf of South Texas Health Systems shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on October 17, 2023 for the "16th Annual Children's Fall Festival" to be held on Friday, October 27, 2023 located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas.

**EXECUTED** this the 17th day of October, 2023.

**CITY OF EDINBURG**

BY: _____

: Myra L. Ayala, City Manager

**APPROVED AS TO FORM**

OMAR OCHOA LAW FIRM, P.C.

**"SOUTH TEXAS HEALTH SYSTEMS – 16TH ANNUAL CHILDREN'S FALL FESTIVAL"**

By: _____
Omar Ochoa, City Attorney

BY: _____
Kassandra Rodriguez

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
CONSENT AGENDA
Agenda Item No: 15.D.
Agreement with the Public Service Agencies

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo County, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), Lower Rio Grande Valley Development Council-Area Agency on Aging, and Women Together Foundation. [Marissa Garza, Director of Grants Administration]

2. **Description:**
On July 31, 2023, City Council approved the FY 2023 Annual Action Plan (AAP) which was submitted to the U.S. Department of Housing and Urban Development (HUD). HUD approved the FY 2023 AAP through a letter dated September 26, 2023. The Grant Agreement/Funding Approval was executed and submitted to HUD on September 26, 2023. In order to disburse funding, a Subrecipient Agreement between the City of Edinburg and the Public Service Agencies must be executed. The FY 2023-2024 CDBG Program begins on October 1, 2023 and ends on September 30, 2023. Below is a list of the Public Service Agencies that were approved to receive an award through the FY 2023 AAP:

**Amigos Del Valle, Inc. ($10,000.00)**
Funding request will provide free home delivered meals to homebound seniors for 249 days to continue living a healthy, productive and independent lives.

**C.A.M.P. University ($12,000.00)**
The program provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialist I and II, Lead Teacher, and Teacher's Aide.

**Children's Advocacy Center of Hidalgo County ($20,000.00)**
The program provides victim support, mental health services, and forensic medical evaluations through the collaborative efforts of DFPS, Law Enforcement and the District Attorney's Office. Child abuse victims will have access to forensic interviews, victim advocacy and support, crisis intervention, mental health services and forensic medical evaluations. The funds will be used to for the salaries of the Family Support Specialist Coordinator, Family Interviewers, Family Support Specialists/Advocates, Lead Therapists, Therapists, MH Liaison, MH Support Advocate, Forensic Interviewer Coordinator, Forensic Interviewer, and Sexual Assault Nurse Examiners.

**Comfort House ($3,000.00)**
The program provides twenty-four hour palliative care for each resident that is housed during their last stages of life. The funds will be used to pay the salary of caregivers who care for eligible Edinburg residents.

**Court Appointed Special Advocate of Hidalgo County, Inc. ($5,000.00)**
The program provides abused and neglected children with support and assistance to secure placements that are safe, permanent and nurturing home. Funding request will pay for salaries/fringe benefits for Child Advocacy Specialists, Collaborative Family Engagement lead, and Program Director and transportation.

**Lower Rio Grande Valley Development Council – Area Agency on Aging ($5,000.00)**
The agency provides elderly Edinburg residents the opportunity to obtain needed services by planning, coordinating and pooling resources. Funds will be used to provide an allotment of $400 that will be awarded to eligible Edinburg elderly clients for the following services: 1) Health Maintenance - Medication assistance, Medical Supplies, and durable medical equipment; 2) Homemaker Services - Housekeeping, home management, and meal preparation; 3) Home Modifications - Minor home modifications for fall prevention such as grab bars, toilet replacement, etc.

**Women Together Foundation ($10,000.00)**
The program provides emergency shelter, crisis intervention, individual/group counseling for victims of family violence and sexual assault. Shelter Advocate works in the shelter facility providing supportive essential services for clients residing in the shelter facility and Transitional Housing Program. Funds will be used to pay for salaries/fringe benefits for a Part-time Shelter Advocate that will provided services for Edinburg residents.

**3. <u>Staff's Recommendation:</u>**
Approve Authorizing the City Manager to enter into an Agreement with the Following Public Service Agencies: Amigos Del Valle, Inc., C.A.M.P. University, Children's Advocacy Center of Hidalgo County, Comfort House, Court Appointed Special Advocate of Hidalgo County, Inc. (CASA), Lower Rio Grande Valley Development Council-Area Agency on Aging, and Women Together Foundation, pending approval of final form by City Manager and City Attorney.

**Reviewed by:**

**Prepared by:**
Marissa Garza
Director of Grants
Administration

**<u>Attachments:</u>**
A. Amigos Del Valle, Inc. – Subrecipient Agreement
B. C.A.M.P. University – Subrecipient Agreement
C. Children's Advocacy Center of Hidalgo County – Subrecipient Agreement
D. Comfort House - Subrecipient Agreement
E. Court Appointed Special Advocates of Hidalgo County, Inc. - Subrecipient Agreement
F. Lower Rio Grande Development Council – Area Agency on Aging - Subrecipient Agreement
G. Women Together Foundation – Subrecipient Agreement

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# CITY OF EDINBURG
# GRANTS ADMINISTRATION DEPARTMENT
# SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **1st day of October 2023** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Amigos Del Valle, Inc.**, hereinafter referred to as **"SUBRECIPIENT".**

## WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

## SECTION I
## Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

## SECTION II
## Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Ten Thousand Dollars $10,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

## SECTION III
## Records & Reports

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SUBRECIPIENT** shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

## SECTION IV
## Monitoring Visits

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328. The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the monitoring. The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor’s findings within thirty (30) days of the monitoring visit. If

the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

## SECTION V
## Requests for Reimbursement & Program Income

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2024**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth ($15^{th}$) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be

reprogrammed by **CITY.**

## SECTION VI
## Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

## SECTION VII
## Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

**SUBRECIPIENT** agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

**SUBRECIPIENT** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**SUBRECIPIENT** agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver’s license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother’s maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written

policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

**SUBRECIEPIENT** agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

## SECTION VIII
## Uniform Administrative Requirements

**SUBRECIPIENT** agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

## SECTION IX
## Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends Seven-Hundred and Fifty Thousand Dollars ($750,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $750,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

## SECTION X
## Suspension and Termination

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

## SECTION XI
## Assets

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## SECTION XII
## Indemnity Clause

**To the maximum extent allowed by law, SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

## SECTION XIII
## Procurement

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

## SECTION XIV
## Conflict of Interest

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities

so described on Exhibit A.

## SECTION XV
## System for Awards Management Requirements

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

## SECTION XVI
## Legal Action and Venue

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## SECTION XVII
## Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

## SECTION XVIII
## Personnel & Participant Conditions

### A. Civil Rights

### 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and

Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. **Nondiscrimination**
   The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Section 504**
   The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. **Equal Access Final Rule (24 CFR Part 5)**
   HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

   Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

   HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

## B. Affirmative Action

**1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**2. W/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX
## Miscellaneous Provisions

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: mgarza@cityofedinburg.com

If to **SUBRECIPIENT**:
Amigos Del Valle, Inc.
212 West 18th Street
Mission, Texas 78572
Phone: (956) 213-9400
Email: aguerra@advrgv.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** 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.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

## SECTION XX
## Effective Date

The effective date of this agreement shall be the **1st day of October 2023,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2024**.

Approved and signed this Approved and signed this ___ day of **2023**.

_____
Alejandro Guerra, Executive Director

**Subrecipient Name:** Amigos Del Valle, Inc.
**Address:** 212 West 18th Street
**City/State/Zip:** Mission, Texas 78572
**Federal I.D. Number:** 74-1815988
**UEI Number:** E3JVPMTLADL6

STATE OF TEXAS §

**COUNTY OF HIDALGO §**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2023.

_____
Notary Public in and for the State of Texas

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**ATTEST:** **CITY OF EDINBURG**

BY: ________________________________
Clarice Y. Balderas, City Secretary

BY: ________________________________
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**
Law Firm, P.C.

BY: ________________________________
Omar Ochoa, City Attorney

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## EXHIBIT A
## Statement of Work

**SUBRECIPIENT** shall utilize the funding amount of **$10,000.00** to provide free home delivered meals to seven (7) homebound seniors for 249 days to continue living healthy, productive independent, and self-sufficient lives.

**SUBRECIPIENT** shall assist at least seven (7) unduplicated beneficiaries**.**

**SUBRECIPIENT** shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

**SUBRECIPIENT** may provide such services in coordination with other social service agencies, pharmacies and medical providers.

**SUBRECIPIENT** shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

**SUBRECIPIENT** shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1**
**Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Reimbursement to provide free home delivered meals to seven (7) homebound seniors for 249 days | $10,000 |
| Total Grant Budget: | $10,000.00 |

## EXHIBIT B-2

**Amigos Del Valle, Inc.**
**Payment Schedule & Estimated Project Timeline**

| Project Activity | Start Date | End Date | Reimb. Amount | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Begin incurring project costs at start date of the executed Subrecipient Agreements. | 10/01/23 | 10/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #1 and Monthly Report | 11/01/23 | 11/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #2 and Monthly Report | 12/01/23 | 12/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #3 and Monthly Report | 01/01/24 | 01/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #4 and Monthly Report | 02/01/24 | 02/29/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #5 and Monthly Report | 03/01/24 | 03/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #6 and Monthly Report | 04/01/24 | 04/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #7 and Monthly Report | 05/01/24 | 05/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #8 and Monthly Report | 06/01/24 | 06/30/24 | $ 500.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #9 and Monthly Report | 07/01/24 | 07/30/24 | $ 500.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #10 and Monthly Report | 08/01/24 | 08/30/24 | $ 500.00 | | | | | | | | | | | | |
| Submit FINAL Request for Reimbursement and Monthly Report to close out project. | 09/01/24 | 09/30/24 | $ 500.00 | | | | | | | | | | | | |
| | ***Budget Grand Total*** | | ***$ 10,000.00*** | | | | | | | | | | | | |

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

**EXHIBIT C**
**Project Payment Schedule &Time Table**

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

| **2023- 2024**<br>**FOR THE MONTHS OF:** | **No. of Beneficiaries** | **TYPE OF EXPENDITURE** |
|---|---|---|
| October 2023 | 1 | Expenses as noted in Exhibit B-1 |
| November 2023 | 1 | Expenses as noted in Exhibit B-1 |
| December 2023 | 1 | Expenses as noted in Exhibit B-1 |
| January 2024 | 1 | Expenses as noted in Exhibit B-1 |
| February 2024 | 1 | Expenses as noted in Exhibit B-1 |
| March 2024 | 1 | Expenses as noted in Exhibit B-1 |
| April 2024 | 1 | Expenses as noted in Exhibit B-1 |
| May 2024 | | Expenses as noted in Exhibit B-1 |
| June 2024 | | Expenses as noted in Exhibit B-1 |
| July 2024 | | Expenses as noted in Exhibit B-1 |
| August 2024 | | Expenses as noted in Exhibit B-1 |
| September 2024 | | Expenses as noted in Exhibit B-1 |

## EXHIBIT D
## Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Performance Measurements**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**EXHIBIT D**
**Records & Reports**
(Continued)

**Other significant information:**

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
   - The FY 2023-2024 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2023 and as such all records pertaining to this agreement must be kept until **December 30, 2028** except as provided below:
     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 4-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

## EXHIBIT E
## Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

   - Agency Cover Letter
   - CDBG Reimbursement Request Form
   - Monthly Activity Report
   - Program Application for assisted beneficiaries:
     - Documentation verifying that they reside inside the city limits of Edinburg.
     - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

   - ***Salary reimbursement*** for agency staff providing services to qualified residents:
     - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
     - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
     - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

   - ***Food assistance, Mileage/Transportation and other services, as applicable***:
     - List of beneficiaries assisted.
     - Provide copies of invoices for goods and services.
     - Submit Monthly Mileage Report.
     - Proof of payment - Provide copies of cancelled checks.

   - ***Procurement of goods and services:***
     - List of beneficiaries assisted.
     - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)
     - Provide copies of invoices for goods and services.
     - Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

**EXHIBIT E**
**Requests for Reimbursement**
(Continued)

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

**EXHIBIT F**
**Procurement Policies**
**(If applicable)**

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

**EXHIBIT G**
**CFR, OMB, and Other Program Requirements**
**Website Addresses**

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

**EXHIBIT H**
**Applicable Provision as stated in Section VIII**
**24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

**SUBPART D**

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

**SUBPART E COST PRINCIPLES**

**SUBPART F AUDITS**

**EXHIBIT I**
**Faith-based Activities**
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT I**
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT J**
**System for Awards Management**
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

**EXHIBIT K**
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

## City of Edinburg Community Development Department

# Reimbursement Request Form

Fiscal Year October 1, 202X thru September 30, 202X

| | |
|---|---|
| Public Service Agency: | |
| Address: | |
| City/State/Zip Code: | |
| Contact Person: | |
| Contact Number: | |

| | |
|---|---|
| **Reimbursement Request for the month(s) of:** | **October 1, 202X** |

| Budget Categories | CDBG Budget | **Current Request** | YTD "PRIOR " Reimbursements | **Available Balance** |
|---|---|---|---|---|
| | | | | |
| | | - | | |
| | | - | | |
| | | | | |
| TOTALS | $ - | $ - | $ - | $ - |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director

Date

0001
Request No.

| **BENEFICIARY COUNT** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ETHNIC CATEGORIES** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
| Hispanic | | | | | | | | | | | | | 0 |
| Non-Hispanic | | | | | | | | | | | | | 0 |
| **Total Hispanic/Non-Hispanic** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **RACE** | | | | | | | | | | | | | |
| American-Indian/Alaskan Native | | | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | | | 0 |
| Native Hawaiian/Pac. Islander | | | | | | | | | | | | | 0 |
| White | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| **Total Racial Categories** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **INCOME LIMITS FY 201X** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Extremely Low (30%) Limits | | | | | | | | | | | | | 0 |
| Very Low (50%) Limits | | | | | | | | | | | | | 0 |
| **Low (80%) Limits** | | | | | | | | | | | | | 0 |
| Total Beneficiaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **Year-To-Date "PRIOR MONTHS"** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
|---|---|---|---|---|---|---|
| **Reimbursements** | $ - | | | | | |
| **(Oct. 202X-Sept. 202X)** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **YTD Total** |
| | $ - | $ - | $ - | $ - | $ - | $ - |

Initials

## CDBG MONTHLY REPORT

**ENTER NAME OF AGENCY HERE**

**Month Ending: October 31, 20XX**

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

**PERFORMANCE MEASURMENTS**

**Type of Outcome:**

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

**CDBG PROGRAM APPLICATION**
**ENTITLEMENT COMMUNITY OF EDINBURG**
**Income Eligibility Certification Form**

# Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).**

| Presumed Activity | Mark one (x) | Must Obtain Source Documentation | Who gets copy? |
|---|---|---|---|
| Victims of Domestic Violence | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Abused Children | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Elderly (aged 62 or older) | ☐ | Government ID indicating birthday | Agency & City |
| Severely Disabled Adults | ☐ | Copy of Social Security disability award or Doctor's Certification | Agency & City |
| Illiterate Adult (unable to read & write) | ☐ | Agency employee must witness acknowledgement | Agency & City |
| AIDS (auto-Immune Deficiency Syndrome) | ☐ | Copy of Laboratory report or referral letter from Valley AIDS | Agency only |
| Migrant Farmworker | ☐ | Copy of Checkstub from out of area employer | Agency & City |
| Homeless Persons | ☐ | Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping. | Agency & City |

**A. Applicant Information**

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

**B. Does applicant live in the city limits?** ☐ Yes ☐ No

**C. Characteristics**

**1 Date of Birth** _____ **AGE** _____

**2 Hispanic** ☐ Yes ☐ No

**3 Race** (mark X)

☐ White
☐ Asian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian & White
☐ American Indian/Alaskan Native & Black
☐ Black / African American
☐ American Indian / Alaskan Native
☐ American Indian / Alaskan Native & White
☐ Black / African American & White
☐ Other Multi-Racial

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**CITY OF EDINBURG**
**GRANTS ADMINISTRATION DEPARTMENT**
**SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the **1st day of October 2023** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **C.A.M.P. University,** hereinafter referred to as **"SUBRECIPIENT".**

**WITNESSETH**

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I**
**Rules & Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

## SECTION II
## Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Twelve Thousand Dollars $12,000.00** and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule". **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

## SECTION III
## Records & Reports

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SUBRECIPIENT** shall maintain program and project files to include all project specific elements required in the regulations for "Records to be maintained", as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

## SECTION IV
## Monitoring Visits

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328. The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the monitoring. The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If

the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

## SECTION V
## Requests for Reimbursement & Program Income

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2024**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth ($15^{th}$) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be

reprogrammed by **CITY.**

## SECTION VI
## Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

## SECTION VII
## Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

**SUBRECIPIENT** agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

**SUBRECIPIENT** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**SUBRECIPIENT** agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver’s license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother’s maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written

policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

**SUBRECIEPIENT** agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

## SECTION VIII
## Uniform Administrative Requirements

**SUBRECIPIENT** agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

## SECTION IX
## Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends Seven-Hundred and Fifty Thousand Dollars ($750,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $750,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

## SECTION X
## Suspension and Termination

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

## SECTION XI
## Assets

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## SECTION XII
## Indemnity Clause

**To the maximum extent allowed by law, SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

## SECTION XIII
## Procurement

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

## SECTION XIV
## Conflict of Interest

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities

so described on Exhibit A.

## SECTION XV
## System for Awards Management Requirements

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

## SECTION XVI
## Legal Action and Venue

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## SECTION XVII
## Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

## SECTION XVIII
## Personnel & Participant Conditions

### A. Civil Rights

### 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and

Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. **Nondiscrimination**
   The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Section 504**
   The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. **Equal Access Final Rule (24 CFR Part 5)**
   HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

   Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

   HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

## B. Affirmative Action

**1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**2. W/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX
## Miscellaneous Provisions

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: mgarza@cityofedinburg.com

If to **SUBRECIPIENT**:
C.A.M.P. University
P.O. Box 2294
McAllen, Texas 78502
Phone: (956) 800-5292
Email: Pam_Voss@campuniversity.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** 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.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

## SECTION XX
## Effective Date

The effective date of this agreement shall be the **1st day of October 2023,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2024**.

Approved and signed this Approved and signed this ___ day of **2023**.

_____
Pam Voss, Executive Director

**Subrecipient:** C.A.M.P. University
**Address:** P.O. Box 2294
**City/State/Zip:** McAllen, Texas 78501
**Federal I.D. Number:** 26081195
**UEI Number:** U566DJXY6Q95

STATE OF TEXAS §

**COUNTY OF HIDALGO §**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2023.

_____
Notary Public in and for the State of Texas

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

**ATTEST:** **CITY OF EDINBURG**

BY: ___________________________________
Clarice Y. Balderas, City Secretary

BY: ___________________________________
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**
Law Firm, P.C.

BY: ___________________________________
Omar Ochoa, City Attorney

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## EXHIBIT A
## Statement of Work

**SUBRECIPIENT** shall utilize the funding amount of **$12,000** to pay for a percentage of the salary and fringe benefits costs of an Education Specialist I & II, Lead Teacher and Teacher's Aid for the C.A.M.P University program. The program provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training.

**SUBRECIPIENT** shall assist at least six (6) unduplicated beneficiaries**.**

**SUBRECIPIENT** shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

**SUBRECIPIENT** may provide such services in coordination with other social service agencies, pharmacies and medical providers.

**SUBRECIPIENT** shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

**SUBRECIPIENT** shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1**
**Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Percent of salary and fringe benefits for Education Specialist I & II, Lead Teacher and Teacher's Aide. | $12,000.00 |
| Note: Only salary/hours worked that directly benefit City of Edinburg residents may be submitted for reimbursement for the staff noted above. | |

## EXHIBIT B-2

**C.A.M.P. University**
**Payment Schedule & Estimated Project Timeline**

| Project Activity | Start Date | End Date | Reimb. Amount | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Begin incurring project costs at start date of the executed Subrecipient Agreements. | 10/01/23 | 10/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #1 and Monthly Report | 11/01/23 | 11/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #2 and Monthly Report | 12/01/23 | 12/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #3 and Monthly Report | 01/01/24 | 01/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #4 and Monthly Report | 02/01/24 | 02/29/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #5 and Monthly Report | 03/01/24 | 03/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #6 and Monthly Report | 04/01/24 | 04/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #7 and Monthly Report | 05/01/24 | 05/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #8 and Monthly Report | 06/01/24 | 06/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #9 and Monthly Report | 07/01/24 | 07/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #10 and Monthly Report | 08/01/24 | 08/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit FINAL Request for Reimbursement and Monthly Report to close out project. | 09/01/24 | 09/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| | ***Budget Grand Total*** | | ***$ 12,000.00*** | | | | | | | | | | | | |

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

**EXHIBIT C**
**Project Payment Schedule &Time Table**

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

| **2023- 2024**<br>**FOR THE MONTHS OF:** | **No. of Beneficiaries** | **TYPE OF EXPENDITURE** |
|---|---|---|
| October 2023 | 1 | Expenses as noted in Exhibit B-1 |
| November 2023 | 1 | Expenses as noted in Exhibit B-1 |
| December 2023 | 1 | Expenses as noted in Exhibit B-1 |
| January 2024 | 1 | Expenses as noted in Exhibit B-1 |
| February 2024 | 1 | Expenses as noted in Exhibit B-1 |
| March 2024 | 1 | Expenses as noted in Exhibit B-1 |
| April 2024 | | Expenses as noted in Exhibit B-1 |
| May 2024 | | Expenses as noted in Exhibit B-1 |
| June 2024 | | Expenses as noted in Exhibit B-1 |
| July 2024 | | Expenses as noted in Exhibit B-1 |
| August 2024 | | Expenses as noted in Exhibit B-1 |
| September 2024 | | Expenses as noted in Exhibit B-1 |

## EXHIBIT D
## Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Performance Measurements**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**EXHIBIT D**
**Records & Reports**
(Continued)

**Other significant information:**

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
   - The FY 2023-2024 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2023 and as such all records pertaining to this agreement must be kept until **December 30, 2028** except as provided below:
     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 4-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

## EXHIBIT E
## Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

   - Agency Cover Letter
   - CDBG Reimbursement Request Form
   - Monthly Activity Report
   - Program Application for assisted beneficiaries:
     - Documentation verifying that they reside inside the city limits of Edinburg.
     - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

   - ***Salary reimbursement*** for agency staff providing services to qualified residents:
     - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
     - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
     - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

   - ***Food assistance, Mileage/Transportation and other services, as applicable***:
     - List of beneficiaries assisted.
     - Provide copies of invoices for goods and services.
     - Submit Monthly Mileage Report.
     - Proof of payment - Provide copies of cancelled checks.

   - ***Procurement of goods and services:***
     - List of beneficiaries assisted.
     - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)
     - Provide copies of invoices for goods and services.
     - Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

**EXHIBIT E**
**Requests for Reimbursement**
(Continued)

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

**EXHIBIT F**
**Procurement Policies**
**(If applicable)**

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

**EXHIBIT G**
**CFR, OMB, and Other Program Requirements**
**Website Addresses**

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

**EXHIBIT H**
**Applicable Provision as stated in Section VIII**
**24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

**SUBPART D**

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

**SUBPART E COST PRINCIPLES**

**SUBPART F AUDITS**

**EXHIBIT I**
**Faith-based Activities**
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT I**
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT J**
**System for Awards Management**
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

**EXHIBIT K**
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

## City of Edinburg Community Development Department

# Reimbursement Request Form

Fiscal Year October 1, 202X thru September 30, 202X

| | |
|---|---|
| Public Service Agency: | |
| Address: | |
| City/State/Zip Code: | |
| Contact Person: | |
| Contact Number: | |

| | |
|---|---|
| **Reimbursement Request for the month(s) of:** | **October 1, 202X** |

| Budget Categories | CDBG Budget | **Current Request** | YTD "PRIOR " Reimbursements | **Available Balance** |
|---|---|---|---|---|
| | | | | |
| | | - | | |
| | | - | | |
| | | | | |
| TOTALS | $ - | $ - | $ - | $ - |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director

Date

0001
Request No.

| **BENEFICIARY COUNT** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ETHNIC CATEGORIES** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
| Hispanic | | | | | | | | | | | | | 0 |
| Non-Hispanic | | | | | | | | | | | | | 0 |
| **Total Hispanic/Non-Hispanic** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **RACE** | | | | | | | | | | | | | |
| American-Indian/Alaskan Native | | | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | | | 0 |
| Native Hawaiian/Pac. Islander | | | | | | | | | | | | | 0 |
| White | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| **Total Racial Categories** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **INCOME LIMITS FY 201X** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Extremely Low (30%) Limits | | | | | | | | | | | | | 0 |
| Very Low (50%) Limits | | | | | | | | | | | | | 0 |
| **Low (80%) Limits** | | | | | | | | | | | | | 0 |
| Total Beneficiaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **Year-To-Date "PRIOR MONTHS"** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
|---|---|---|---|---|---|---|
| **Reimbursements** | $ - | | | | | |
| **(Oct. 202X-Sept. 202X)** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **YTD Total** |
| | $ - | $ - | $ - | $ - | $ - | $ - |

Initials

## CDBG MONTHLY REPORT

**ENTER NAME OF AGENCY HERE**

**Month Ending: October 31, 20XX**

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

**PERFORMANCE MEASURMENTS**

**Type of Outcome:**

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

**CDBG PROGRAM APPLICATION**
**ENTITLEMENT COMMUNITY OF EDINBURG**
**Income Eligibility Certification Form**

# Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).**

| Presumed Activity | Mark one (x) | Must Obtain Source Documentation | Who gets copy? |
|---|---|---|---|
| Victims of Domestic Violence | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Abused Children | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Elderly (aged 62 or older) | ☐ | Government ID indicating birthday | Agency & City |
| Severely Disabled Adults | ☐ | Copy of Social Security disability award or Doctor's Certification | Agency & City |
| Illiterate Adult (unable to read & write) | ☐ | Agency employee must witness acknowledgement | Agency & City |
| AIDS (auto-Immune Deficiency Syndrome) | ☐ | Copy of Laboratory report or referral letter from Valley AIDS | Agency only |
| Migrant Farmworker | ☐ | Copy of Checkstub from out of area employer | Agency & City |
| Homeless Persons | ☐ | Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping. | Agency & City |

**A. Applicant Information**

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

**B. Does applicant live in the city limits?** ☐ Yes ☐ No

**C. Characteristics**

**1 Date of Birth** _____ **AGE** _____

**2 Hispanic** ☐ Yes ☐ No

**3 Race** (mark X)

☐ White
☐ Asian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian & White
☐ American Indian/Alaskan Native & Black
☐ Black / African American
☐ American Indian / Alaskan Native
☐ American Indian / Alaskan Native & White
☐ Black / African American & White
☐ Other Multi-Racial

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# CITY OF EDINBURG
# GRANTS ADMINISTRATION DEPARTMENT
# SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **1st day of October 2023** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Children's Advocacy Center of Hidalgo and Starr Counties, Inc.**, hereinafter referred to as **"SUBRECIPIENT".**

## WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

## SECTION I
## Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

## SECTION II
## Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Fifteen Thousand Dollars $15,000.00** and as delineated in Exhibit B-1: “Grant Budget” and B-2: “Payment Schedule”. **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

## SECTION III
## Records & Reports

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SUBRECIPIENT** shall maintain program and project files to include all project specific elements required in the regulations for “Records to be maintained”, as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

## SECTION IV
## Monitoring Visits

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328. The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the monitoring. The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor’s findings within thirty (30) days of the monitoring visit. If

the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

## SECTION V
## Requests for Reimbursement & Program Income

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2024**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth ($15^{th}$) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be

reprogrammed by **CITY.**

## SECTION VI
## Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

## SECTION VII
## Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

**SUBRECIPIENT** agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

**SUBRECIPIENT** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**SUBRECIPIENT** agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver’s license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother’s maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written

policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

**SUBRECIEPIENT** agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

## SECTION VIII
## Uniform Administrative Requirements

**SUBRECIPIENT** agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

## SECTION IX
## Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends Seven-Hundred and Fifty Thousand Dollars ($750,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $750,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

## SECTION X
## Suspension and Termination

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

## SECTION XI
## Assets

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## SECTION XII
## Indemnity Clause

**To the maximum extent allowed by law, SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

## SECTION XIII
## Procurement

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

## SECTION XIV
## Conflict of Interest

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities

so described on Exhibit A.

## SECTION XV
## System for Awards Management Requirements

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

## SECTION XVI
## Legal Action and Venue

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## SECTION XVII
## Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

## SECTION XVIII
## Personnel & Participant Conditions

### A. Civil Rights

### 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and

Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. **Nondiscrimination**
   The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Section 504**
   The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. **Equal Access Final Rule (24 CFR Part 5)**
   HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

   Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

   HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

## B. Affirmative Action

**1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**2. W/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX
## Miscellaneous Provisions

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: mgarza@cityofedinburg.com

If to **SUBRECIPIENT**:
Children's Advocacy Center of Hidalgo and Starr Counties, Inc.

525 W. Wisconsin Rd.
Edinburg, Texas 78539
Phone: (956) 287-9754
Email: jesus.sanchez@cachc.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** 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.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

## SECTION XX
## Effective Date

The effective date of this agreement shall be the **1st day of October 2023,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2024**.

Approved and signed this Approved and signed this ___ day of **2023**.

_____
Jesus Sanchez, Executive Director

**Subrecipient Name:** Children's Advocacy Center of Hidalgo and Starr Counties, Inc.
**Address:** 525 W. Wisconsin Road

**City/State/Zip:** Edinburg, Texas 78539

**Federal I.D. Number:** 74-2763711

**DUNS Number:** 084264410

**UEI Number:** CTWFVZ5UCJ72

STATE OF TEXAS §

**COUNTY OF HIDALGO §**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2023.

_____
Notary Public in and for the State of Texas

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

**ATTEST:** **CITY OF EDINBURG**

BY: ___________________________________
Clarice Y. Balderas, City Secretary

BY: ___________________________________
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**
Law Firm, P.C.

BY: ___________________________________
Omar Ochoa, City Attorney

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## EXHIBIT A
## Statement of Work

**SUBRECIPIENT** shall utilize the funding amount of **$5,000.00** will pay for partial salaries/fringe benefits for the Family Support Specialist Coordinator, Family Interviewers, Family Support Specialists/Advocates, Lead Therapists, Therapists, MH Liaison, MH Support Advocate, Forensic Interviewer Coordinator, Forensic Interviewer, and Sexual Assault Nurse Examiners (SANE).

**SUBRECIPIENT** shall assist at least forty-five (45) unduplicated beneficiaries**.**

**SUBRECIPIENT** shall use the funds awarded for the reimbursement of the staffing costs implementing the Click-Time System. The Click-Time System includes all professionals and individuals who are involved in providing initial and ongoing criminal/civil investigative services to children who are victims of child abuse.

**SUBRECIPIENT** shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

**SUBRECIPIENT** may provide such services in coordination with other social service agencies, pharmacies and medical providers.

**SUBRECIPIENT** shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

**SUBRECIPIENT** shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1**
**Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Budgeted funds may only be used for direct benefit costs. Reimbursable expenditures will be submitted using the Click-Time system. Only direct benefit assistance to children that are City of Edinburg residents living within the incorporated city limits are eligible for reimbursement. | $15,000.00 |
| **Total Budget** | **$15,000.00** |

## EXHIBIT B-2

**Children's Advocacy Center of Hidalgo County, Inc.**
**Payment Schedule & Estimated Project Timeline**

| Project Activity | Start Date | End Date | Reimb. Amount | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Begin incurring project costs at start date of the executed Subrecipient Agreements. | 10/01/23 | 10/30/23 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #1 and Monthly Report | 11/01/23 | 11/30/23 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #2 and Monthly Report | 12/01/23 | 12/30/23 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #3 and Monthly Report | 01/01/24 | 01/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #4 and Monthly Report | 02/01/24 | 02/29/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #5 and Monthly Report | 03/01/24 | 03/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #6 and Monthly Report | 04/01/24 | 04/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #7 and Monthly Report | 05/01/24 | 05/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #8 and Monthly Report | 06/01/24 | 06/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #9 and Monthly Report | 07/01/24 | 07/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #10 and Monthly Report | 08/01/24 | 08/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| Submit FINAL Request for Reimbursement and Monthly Report to close out project. | 09/01/24 | 09/30/24 | $ 1,250.00 | | | | | | | | | | | | |
| | ***Budget Grand Total*** | | ***$ 15,000.00*** | | | | | | | | | | | | |

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

**EXHIBIT C**
**Project Payment Schedule &Time Table**

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

| **2023- 2024**<br>**FOR THE MONTHS OF:** | **No. of Beneficiaries** | **TYPE OF EXPENDITURE** |
|---|---|---|
| October 2023 | 3 | Expenses as noted in Exhibit B-1 |
| November 2023 | 3 | Expenses as noted in Exhibit B-1 |
| December 2023 | 3 | Expenses as noted in Exhibit B-1 |
| January 2024 | 4 | Expenses as noted in Exhibit B-1 |
| February 2024 | 4 | Expenses as noted in Exhibit B-1 |
| March 2024 | 4 | Expenses as noted in Exhibit B-1 |
| April 2024 | 4 | Expenses as noted in Exhibit B-1 |
| May 2024 | 4 | Expenses as noted in Exhibit B-1 |
| June 2024 | 4 | Expenses as noted in Exhibit B-1 |
| July 2024 | 4 | Expenses as noted in Exhibit B-1 |
| August 2024 | 4 | Expenses as noted in Exhibit B-1 |
| September 2024 | 4 | Expenses as noted in Exhibit B-1 |

## EXHIBIT D
## Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Performance Measurements**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**EXHIBIT D**
**Records & Reports**
(Continued)

**Other significant information:**

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
   - The FY 2023-2024 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2023 and as such all records pertaining to this agreement must be kept until **December 30, 2028** except as provided below:
     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 4-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

## EXHIBIT E
## Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

   - Agency Cover Letter
   - CDBG Reimbursement Request Form
   - Monthly Activity Report
   - Program Application for assisted beneficiaries:
     - Documentation verifying that they reside inside the city limits of Edinburg.
     - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

   - ***Salary reimbursement*** for agency staff providing services to qualified residents:
     - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
     - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
     - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

   - ***Food assistance, Mileage/Transportation and other services, as applicable***:
     - List of beneficiaries assisted.
     - Provide copies of invoices for goods and services.
     - Submit Monthly Mileage Report.
     - Proof of payment - Provide copies of cancelled checks.

   - ***Procurement of goods and services:***
     - List of beneficiaries assisted.
     - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)
     - Provide copies of invoices for goods and services.
     - Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

**EXHIBIT E**
**Requests for Reimbursement**
(Continued)

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

**EXHIBIT F**
**Procurement Policies**
**(If applicable)**

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

**EXHIBIT G**
**CFR, OMB, and Other Program Requirements**
**Website Addresses**

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

**EXHIBIT H**
**Applicable Provision as stated in Section VIII**
**24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

**SUBPART D**

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

**SUBPART E COST PRINCIPLES**

**SUBPART F AUDITS**

**EXHIBIT I**
**Faith-based Activities**
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT I**
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT J**
**System for Awards Management**
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

**EXHIBIT K**
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

## City of Edinburg Community Development Department

# Reimbursement Request Form

Fiscal Year October 1, 202X thru September 30, 202X

| | |
|---|---|
| Public Service Agency: | |
| Address: | |
| City/State/Zip Code: | |
| Contact Person: | |
| Contact Number: | |

| | |
|---|---|
| **Reimbursement Request for the month(s) of:** | **October 1, 202X** |

| Budget Categories | CDBG Budget | **Current Request** | YTD "PRIOR " Reimbursements | **Available Balance** |
|---|---|---|---|---|
| | | | | |
| | | - | | |
| | | - | | |
| | | | | |
| TOTALS | $ - | $ - | $ - | $ - |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director

Date

0001
Request No.

| **BENEFICIARY COUNT** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ETHNIC CATEGORIES** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
| Hispanic | | | | | | | | | | | | | 0 |
| Non-Hispanic | | | | | | | | | | | | | 0 |
| **Total Hispanic/Non-Hispanic** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **RACE** | | | | | | | | | | | | | |
| American-Indian/Alaskan Native | | | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | | | 0 |
| Native Hawaiian/Pac. Islander | | | | | | | | | | | | | 0 |
| White | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| **Total Racial Categories** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **INCOME LIMITS FY 201X** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Extremely Low (30%) Limits | | | | | | | | | | | | | 0 |
| Very Low (50%) Limits | | | | | | | | | | | | | 0 |
| **Low (80%) Limits** | | | | | | | | | | | | | 0 |
| Total Beneficiaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **Year-To-Date "PRIOR MONTHS"** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
|---|---|---|---|---|---|---|
| **Reimbursements** | $ - | | | | | |
| **(Oct. 202X-Sept. 202X)** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **YTD Total** |
| | $ - | $ - | $ - | $ - | $ - | $ - |

Initials

## CDBG MONTHLY REPORT

**ENTER NAME OF AGENCY HERE**

**Month Ending: October 31, 20XX**

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

**PERFORMANCE MEASURMENTS**

**Type of Outcome:**

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

**CDBG PROGRAM APPLICATION**
**ENTITLEMENT COMMUNITY OF EDINBURG**
**Income Eligibility Certification Form**

# Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).**

| Presumed Activity | Mark one (x) | Must Obtain Source Documentation | Who gets copy? |
|---|---|---|---|
| Victims of Domestic Violence | | Copy of Law Enforcement Report & Referral form | Agency only |
| Abused Children | | Copy of Law Enforcement Report & Referral form | Agency only |
| Elderly (aged 62 or older) | | Government ID indicating birthday | Agency & City |
| Severely Disabled Adults | | Copy of Social Security disability award or Doctor's Certification | Agency & City |
| Illiterate Adult (unable to read & write) | | Agency employee must witness acknowledgement | Agency & City |
| AIDS (auto-Immune Deficiency Syndrome) | | Copy of Laboratory report or referral letter from Valley AIDS | Agency only |
| Migrant Farmworker | | Copy of Checkstub from out of area employer | Agency & City |
| Homeless Persons | | Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping. | Agency & City |

**A. Applicant Information**

Applicant Initials/ID#:

Address:

City: TEXAS Zip Code

Telephone # Other Contact #

**B. Does applicant live in the city limits?** Yes No

**C. Characteristics**

**1 Date of Birth** **AGE**

**2 Hispanic** Yes No

**3 Race** (mark X)

White
Asian
Native Hawaiian/Other Pacific Islander
Asian & White
American Indian/Alaskan Native & Black
Black / African American
American Indian / Alaskan Native
American Indian / Alaskan Native & White
Black / African American & White
Other Multi-Racial

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**CITY OF EDINBURG**
**GRANTS ADMINISTRATION DEPARTMENT**
**SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the **1st day of October 2023** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Comfort House Services, Inc.**, hereinafter referred to as **"SUBRECIPIENT".**

**WITNESSETH**

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I**
**Rules & Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

## SECTION II
## Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Three Thousand Dollars $3,000.00** and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule". **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

## SECTION III
## Records & Reports

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SUBRECIPIENT** shall maintain program and project files to include all project specific elements required in the regulations for "Records to be maintained", as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

## SECTION IV
## Monitoring Visits

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328. The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the monitoring. The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If

the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

## SECTION V
## Requests for Reimbursement & Program Income

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2024**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth ($15^{th}$) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be

reprogrammed by **CITY.**

## SECTION VI
## Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

## SECTION VII
## Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

**SUBRECIPIENT** agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

**SUBRECIPIENT** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**SUBRECIPIENT** agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver’s license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother’s maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written

policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

**SUBRECIEPIENT** agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

## SECTION VIII
## Uniform Administrative Requirements

**SUBRECIPIENT** agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

## SECTION IX
## Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends Seven-Hundred and Fifty Thousand Dollars ($750,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $750,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

## SECTION X
## Suspension and Termination

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

## SECTION XI
## Assets

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## SECTION XII
## Indemnity Clause

**To the maximum extent allowed by law, SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

## SECTION XIII
## Procurement

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

## SECTION XIV
## Conflict of Interest

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities

so described on Exhibit A.

## SECTION XV
## System for Awards Management Requirements

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

## SECTION XVI
## Legal Action and Venue

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## SECTION XVII
## Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

## SECTION XVIII
## Personnel & Participant Conditions

### A. Civil Rights

### 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and

Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. **Nondiscrimination**
   The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Section 504**
   The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. **Equal Access Final Rule (24 CFR Part 5)**
   HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

   Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

   HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

## B. Affirmative Action

**1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**2. W/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX
## Miscellaneous Provisions

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: mgarza@cityofedinburg.com

If to **SUBRECIPIENT**:
Comfort House Services, Inc.
617 Dallas Avenue
McAllen, Texas 78501
Phone: (956) 687-7367
Email: Comforthouse.dperez@gmail.com

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** 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.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

## SECTION XX
## Effective Date

The effective date of this agreement shall be the **1st day of October 2023,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2024**.

Approved and signed this Approved and signed this ___ day of **2023**.

_____
David A. Perez, Administrator

**Subrecipient:** Comfort House Services, Inc.
**Address:** 617 Dallas Avenue
**City/State/Zip:** McAllen, Texas 78501
**Federal I.D. Number:** 74-2618847
**UEI Number:** LENPT7Y13SW3

STATE OF TEXAS §

**COUNTY OF HIDALGO §**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2023.

_____
Notary Public in and for the State of Texas

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

**ATTEST:** **CITY OF EDINBURG**

BY: ___________________________________
Clarice Y. Balderas, City Secretary

BY: ___________________________________
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**
Law Firm, P.C.

BY: ___________________________________
Omar Ochoa, City Attorney

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## EXHIBIT A
## Statement of Work

**SUBRECIPIENT** shall utilize the funding amount of **$3,000.00** for the salary reimbursement of two (2) caregivers who will provide twenty-four hour palliative care for low-moderate income patients residing at Comfort House during their last stages of life.

**SUBRECIPIENT** shall assist at least two (2) unduplicated beneficiaries**.**

**SUBRECIPIENT** shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

**SUBRECIPIENT** may provide such services in coordination with other social service agencies, pharmacies and medical providers.

**SUBRECIPIENT** shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

**SUBRECIPIENT** shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1**
**Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| The program provides a 24 hour palliative care for Edinburg residents during their last stage of life. The funds will be utilized for the salary of a 2 caregivers that will care for terminally ill individuals that reside in the city limits of Edinburg. | $3,000.00 |
| Grant Total | $3,000.00 |

## EXHIBIT B-2

**Comfort House**
**Payment Schedule & Estimated Project Timeline**

| Project Activity | Start Date | End Date | Reimb. Amount | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Begin incurring project costs at start date of the executed Subrecipient Agreements. | 10/01/23 | 10/30/23 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #1 and Monthly Report | 11/01/23 | 11/30/23 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #2 and Monthly Report | 12/01/23 | 12/30/23 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #3 and Monthly Report | 01/01/24 | 01/30/24 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #4 and Monthly Report | 02/01/24 | 02/29/24 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #5 and Monthly Report | 03/01/24 | 03/30/24 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #6 and Monthly Report | 04/01/24 | 04/30/24 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #7 and Monthly Report | 05/01/24 | 05/30/24 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #8 and Monthly Report | 06/01/24 | 06/30/24 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #9 and Monthly Report | 07/01/24 | 07/30/24 | $ 250.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #10 and Monthly Report | 08/01/24 | 08/30/24 | $ 250.00 | | | | | | | | | | | | |
| Submit FINAL Request for Reimbursement and Monthly Report to close out project. | 09/01/24 | 09/30/24 | $ 250.00 | | | | | | | | | | | | |
| | ***Budget Grand Total*** | | ***$ 3,000.00*** | | | | | | | | | | | | |

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

**EXHIBIT C**
**Project Payment Schedule &Time Table**

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

| **2023- 2024**<br>**FOR THE MONTHS OF:** | **No. of Beneficiaries** | **TYPE OF EXPENDITURE** |
|---|---|---|
| October 2023 | 1 | Expenses as noted in Exhibit B-1 |
| November 2023 | 1 | Expenses as noted in Exhibit B-1 |
| December 2023 | | Expenses as noted in Exhibit B-1 |
| January 2024 | | Expenses as noted in Exhibit B-1 |
| February 2024 | | Expenses as noted in Exhibit B-1 |
| March 2024 | | Expenses as noted in Exhibit B-1 |
| April 2024 | | Expenses as noted in Exhibit B-1 |
| May 2024 | | Expenses as noted in Exhibit B-1 |
| June 2024 | | Expenses as noted in Exhibit B-1 |
| July 2024 | | Expenses as noted in Exhibit B-1 |
| August 2024 | | Expenses as noted in Exhibit B-1 |
| September 2024 | | Expenses as noted in Exhibit B-1 |

## EXHIBIT D
## Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Performance Measurements**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**EXHIBIT D**
**Records & Reports**
(Continued)

**Other significant information:**

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
   - The FY 2023-2024 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2023 and as such all records pertaining to this agreement must be kept until **December 30, 2028** except as provided below:
     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 4-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

**EXHIBIT E**
**Requests for Reimbursement**

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

   - Agency Cover Letter
   - CDBG Reimbursement Request Form
   - Monthly Activity Report
   - Program Application for assisted beneficiaries:
     - Documentation verifying that they reside inside the city limits of Edinburg.
     - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

   - ***Salary reimbursement*** for agency staff providing services to qualified residents:
     - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
     - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
     - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

   - ***Food assistance, Mileage/Transportation and other services, as applicable***:
     - List of beneficiaries assisted.
     - Provide copies of invoices for goods and services.
     - Submit Monthly Mileage Report.
     - Proof of payment - Provide copies of cancelled checks.

   - ***Procurement of goods and services:***
     - List of beneficiaries assisted.
     - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)
     - Provide copies of invoices for goods and services.
     - Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

**EXHIBIT E**
**Requests for Reimbursement**
(Continued)

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

**EXHIBIT F**
**Procurement Policies**
**(If applicable)**

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

**EXHIBIT G**
**CFR, OMB, and Other Program Requirements**
**Website Addresses**

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

**EXHIBIT H**
**Applicable Provision as stated in Section VIII**
**24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

**SUBPART D**

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

**SUBPART E COST PRINCIPLES**

**SUBPART F AUDITS**

**EXHIBIT I**
**Faith-based Activities**
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT I**
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT J**
**System for Awards Management**
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

**EXHIBIT K**
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

## City of Edinburg Community Development Department

# Reimbursement Request Form

Fiscal Year October 1, 202X thru September 30, 202X

| | |
|---|---|
| Public Service Agency: | |
| Address: | |
| City/State/Zip Code: | |
| Contact Person: | |
| Contact Number: | |

| | |
|---|---|
| **Reimbursement Request for the month(s) of:** | **October 1, 202X** |

| Budget Categories | CDBG Budget | **Current Request** | YTD "PRIOR " Reimbursements | **Available Balance** |
|---|---|---|---|---|
| | | | | |
| | | - | | |
| | | - | | |
| | | | | |
| TOTALS | $ - | $ - | $ - | $ - |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director

Date

0001
Request No.

| **BENEFICIARY COUNT** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ETHNIC CATEGORIES** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
| Hispanic | | | | | | | | | | | | | 0 |
| Non-Hispanic | | | | | | | | | | | | | 0 |
| **Total Hispanic/Non-Hispanic** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **RACE** | | | | | | | | | | | | | |
| American-Indian/Alaskan Native | | | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | | | 0 |
| Native Hawaiian/Pac. Islander | | | | | | | | | | | | | 0 |
| White | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| **Total Racial Categories** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **INCOME LIMITS FY 201X** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Extremely Low (30%) Limits | | | | | | | | | | | | | 0 |
| Very Low (50%) Limits | | | | | | | | | | | | | 0 |
| **Low (80%) Limits** | | | | | | | | | | | | | 0 |
| Total Beneficiaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **Year-To-Date "PRIOR MONTHS"** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
|---|---|---|---|---|---|---|
| **Reimbursements** | $ - | | | | | |
| **(Oct. 202X-Sept. 202X)** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **YTD Total** |
| | $ - | $ - | $ - | $ - | $ - | $ - |

Initials

## CDBG MONTHLY REPORT

**ENTER NAME OF AGENCY HERE**

**Month Ending: October 31, 20XX**

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

**PERFORMANCE MEASURMENTS**

**Type of Outcome:**

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

**CDBG PROGRAM APPLICATION**
**ENTITLEMENT COMMUNITY OF EDINBURG**
**Income Eligibility Certification Form**

# Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).**

| Presumed Activity | Mark one (x) | Must Obtain Source Documentation | Who gets copy? |
|---|---|---|---|
| Victims of Domestic Violence | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Abused Children | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Elderly (aged 62 or older) | ☐ | Government ID indicating birthday | Agency & City |
| Severely Disabled Adults | ☐ | Copy of Social Security disability award or Doctor's Certification | Agency & City |
| Illiterate Adult (unable to read & write) | ☐ | Agency employee must witness acknowledgement | Agency & City |
| AIDS (auto-Immune Deficiency Syndrome) | ☐ | Copy of Laboratory report or referral letter from Valley AIDS | Agency only |
| Migrant Farmworker | ☐ | Copy of Checkstub from out of area employer | Agency & City |
| Homeless Persons | ☐ | Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping. | Agency & City |

**A. Applicant Information**

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

**B. Does applicant live in the city limits?** ☐ Yes ☐ No

**C. Characteristics**

**1 Date of Birth** _____ **AGE** _____

**2 Hispanic** ☐ Yes ☐ No

**3 Race** (mark X)

☐ White
☐ Asian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian & White
☐ American Indian/Alaskan Native & Black
☐ Black / African American
☐ American Indian / Alaskan Native
☐ American Indian / Alaskan Native & White
☐ Black / African American & White
☐ Other Multi-Racial

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**CITY OF EDINBURG**
**GRANTS ADMINISTRATION DEPARTMENT**
**SUBRECIPIENT AGREEMENT**

This Agreement made and entered into on this the **1st day of October 2023** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **CASA of Hidalgo County, Inc.**, hereinafter referred to as **"SUBRECIPIENT".**

**WITNESSETH**

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

**SECTION I**
**Rules & Regulations**

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

## SECTION II
## Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Five Thousand Dollars $5,000.00** and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule". **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

## SECTION III
## Records & Reports

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SUBRECIPIENT** shall maintain program and project files to include all project specific elements required in the regulations for "Records to be maintained", as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

## SECTION IV
## Monitoring Visits

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328. The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the monitoring. The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If

the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

## SECTION V
## Requests for Reimbursement & Program Income

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2024**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth ($15^{th}$) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be

reprogrammed by **CITY.**

## SECTION VI
## Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

## SECTION VII
## Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

**SUBRECIPIENT** agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

**SUBRECIPIENT** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**SUBRECIPIENT** agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver’s license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother’s maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written

policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

**SUBRECIEPIENT** agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

## SECTION VIII
## Uniform Administrative Requirements

**SUBRECIPIENT** agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

## SECTION IX
## Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends Seven-Hundred and Fifty Thousand Dollars ($750,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $750,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

## SECTION X
## Suspension and Termination

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

## SECTION XI
## Assets

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## SECTION XII
## Indemnity Clause

**To the maximum extent allowed by law, SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

## SECTION XIII
## Procurement

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

## SECTION XIV
## Conflict of Interest

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities

so described on Exhibit A.

## SECTION XV
## System for Awards Management Requirements

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

## SECTION XVI
## Legal Action and Venue

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## SECTION XVII
## Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

## SECTION XVIII
## Personnel & Participant Conditions

### A. Civil Rights

### 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and

Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. **Nondiscrimination**
   The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Section 504**
   The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. **Equal Access Final Rule (24 CFR Part 5)**
   HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

   Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

   HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

## B. Affirmative Action

**1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**2. W/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX
## Miscellaneous Provisions

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: mgarza@cityofedinburg.com

If to **SUBRECIPIENT**:
CASA of Hidalgo County, Inc.
1001 South 10th Avenue
Edinburg, Texas 78539
Phone: (956) 381-0346
Fax: (956) 381-9232
Email: vwhitacre@casaofhidalgo.com

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** 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.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

## SECTION XX
## Effective Date

The effective date of this agreement shall be the **1st day of October 2023,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2024**.

Approved and signed this Approved and signed this ___ day of **2023**.

_____
Veronica Whitacre, Executive Director

**Subrecipient:** CASA of Hidalgo County, Inc.
**Address:** 1001 South 10th Avenue
**City/State/Zip:** Edinburg, Texas 78539
**Federal I.D. Number:** 74-2722553
**UEI Number:** UHEHPMYJRT23

STATE OF TEXAS §

**COUNTY OF HIDALGO §**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2023.

_____
Notary Public in and for the State of Texas

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

**ATTEST:** **CITY OF EDINBURG**

BY: ________________________________
Clarice Y. Balderas, City Secretary

BY: ________________________________
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**
Law Firm, P.C.

BY: ________________________________
Omar Ochoa, City Attorney

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

## EXHIBIT A
## Statement of Work

**SUBRECIPIENT** shall utilize the funding amount of **$5,000.00** will pay for partial salaries/fringe benefits for Child Advocacy Specialists, Collaborative Family Engagement lead, and Program Director and transportation.

**SUBRECIPIENT** shall assist at least nine (9) unduplicated beneficiaries**.**

**SUBRECIPIENT** shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

**SUBRECIPIENT** may provide such services in coordination with other social service agencies, pharmacies and medical providers.

**SUBRECIPIENT** shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

**SUBRECIPIENT** shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1**
**Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Partial salary and fringe benefits for Child Advocacy Specialists, Collaborative Family Engagement lead, and Program Director and transportation. | $5,000.00 |
| **Note:** Only the portion of the Child Advocacy Specialist's, Collaborative Family Engagement Lead's, and Program Director's salary that provides direct benefit to City of Edinburg clients will be applied to reimbursement requests. | |
| **Total Budget** | **$5,000.00** |

## EXHIBIT B-2

**CASA of Hidalgo County, Inc.**
**Payment Schedule & Estimated Project Timeline**

| Project Activity | Start Date | End Date | Reimb. Amount | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Begin incurring project costs at start date of the executed Subrecipient Agreements. | 10/01/23 | 10/30/23 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #1 and Monthly Report | 11/01/23 | 11/30/23 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #2 and Monthly Report | 12/01/23 | 12/30/23 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #3 and Monthly Report | 01/01/24 | 01/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #4 and Monthly Report | 02/01/24 | 02/29/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #5 and Monthly Report | 03/01/24 | 03/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #6 and Monthly Report | 04/01/24 | 04/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #7 and Monthly Report | 05/01/24 | 05/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #8 and Monthly Report | 06/01/24 | 06/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #9 and Monthly Report | 07/01/24 | 07/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #10 and Monthly Report | 08/01/24 | 08/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit FINAL Request for Reimbursement and Monthly Report to close out project. | 09/01/24 | 09/30/24 | $ 600.00 | | | | | | | | | | | | |
| | ***Budget Grand Total*** | | ***$ 5,000.00*** | | | | | | | | | | | | |

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

**EXHIBIT C**
**Project Payment Schedule &Time Table**

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

| **2023- 2024**<br>**FOR THE MONTHS OF:** | **No. of Beneficiaries** | **TYPE OF EXPENDITURE** |
|---|---|---|
| October 2023 | 1 | Expenses as noted in Exhibit B-1 |
| November 2023 | 1 | Expenses as noted in Exhibit B-1 |
| December 2023 | 1 | Expenses as noted in Exhibit B-1 |
| January 2024 | 1 | Expenses as noted in Exhibit B-1 |
| February 2024 | 1 | Expenses as noted in Exhibit B-1 |
| March 2024 | 1 | Expenses as noted in Exhibit B-1 |
| April 2024 | 1 | Expenses as noted in Exhibit B-1 |
| May 2024 | 1 | Expenses as noted in Exhibit B-1 |
| June 2024 | 1 | Expenses as noted in Exhibit B-1 |
| July 2024 | | Expenses as noted in Exhibit B-1 |
| August 2024 | | Expenses as noted in Exhibit B-1 |
| September 2024 | | Expenses as noted in Exhibit B-1 |

## EXHIBIT D
## Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Performance Measurements**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**EXHIBIT D**
**Records & Reports**
(Continued)

**Other significant information:**

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
   - The FY 2023-2024 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2023 and as such all records pertaining to this agreement must be kept until **December 30, 2028** except as provided below:
     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 4-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

## EXHIBIT E
## Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

   - Agency Cover Letter
   - CDBG Reimbursement Request Form
   - Monthly Activity Report
   - Program Application for assisted beneficiaries:
     - Documentation verifying that they reside inside the city limits of Edinburg.
     - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

   - ***Salary reimbursement*** for agency staff providing services to qualified residents:
     - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
     - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
     - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

   - ***Food assistance, Mileage/Transportation and other services, as applicable***:
     - List of beneficiaries assisted.
     - Provide copies of invoices for goods and services.
     - Submit Monthly Mileage Report.
     - Proof of payment - Provide copies of cancelled checks.

   - ***Procurement of goods and services:***
     - List of beneficiaries assisted.
     - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)
     - Provide copies of invoices for goods and services.
     - Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

**EXHIBIT E**
**Requests for Reimbursement**
(Continued)

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

**EXHIBIT F**
**Procurement Policies**
**(If applicable)**

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

**EXHIBIT G**
**CFR, OMB, and Other Program Requirements**
**Website Addresses**

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

**EXHIBIT H**
**Applicable Provision as stated in Section VIII**
**24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

**SUBPART D**

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

**SUBPART E COST PRINCIPLES**

**SUBPART F AUDITS**

**EXHIBIT I**
**Faith-based Activities**
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT I**
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT J**
**System for Awards Management**
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

**EXHIBIT K**
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

## City of Edinburg Community Development Department

# Reimbursement Request Form

Fiscal Year October 1, 202X thru September 30, 202X

| | |
|---|---|
| Public Service Agency: | |
| Address: | |
| City/State/Zip Code: | |
| Contact Person: | |
| Contact Number: | |

| | |
|---|---|
| **Reimbursement Request for the month(s) of:** | **October 1, 202X** |

| Budget Categories | CDBG Budget | **Current Request** | YTD "PRIOR " Reimbursements | **Available Balance** |
|---|---|---|---|---|
| | | | | |
| | | - | | |
| | | - | | |
| | | | | |
| TOTALS | $ - | $ - | $ - | $ - |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director

Date

0001
Request No.

| **BENEFICIARY COUNT** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ETHNIC CATEGORIES** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
| Hispanic | | | | | | | | | | | | | 0 |
| Non-Hispanic | | | | | | | | | | | | | 0 |
| **Total Hispanic/Non-Hispanic** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **RACE** | | | | | | | | | | | | | |
| American-Indian/Alaskan Native | | | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | | | 0 |
| Native Hawaiian/Pac. Islander | | | | | | | | | | | | | 0 |
| White | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| **Total Racial Categories** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **INCOME LIMITS FY 201X** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Extremely Low (30%) Limits | | | | | | | | | | | | | 0 |
| Very Low (50%) Limits | | | | | | | | | | | | | 0 |
| **Low (80%) Limits** | | | | | | | | | | | | | 0 |
| Total Beneficiaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **Year-To-Date "PRIOR MONTHS"** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
|---|---|---|---|---|---|---|
| **Reimbursements** | $ - | | | | | |
| **(Oct. 202X-Sept. 202X)** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **YTD Total** |
| | $ - | $ - | $ - | $ - | $ - | $ - |

Initials

## CDBG MONTHLY REPORT

**ENTER NAME OF AGENCY HERE**

**Month Ending: October 31, 20XX**

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

**PERFORMANCE MEASURMENTS**

**Type of Outcome:**

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

**CDBG PROGRAM APPLICATION**
**ENTITLEMENT COMMUNITY OF EDINBURG**
**Income Eligibility Certification Form**

# Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).**

| Presumed Activity | Mark one (x) | Must Obtain Source Documentation | Who gets copy? |
|---|---|---|---|
| Victims of Domestic Violence | | Copy of Law Enforcement Report & Referral form | Agency only |
| Abused Children | | Copy of Law Enforcement Report & Referral form | Agency only |
| Elderly (aged 62 or older) | | Government ID indicating birthday | Agency & City |
| Severely Disabled Adults | | Copy of Social Security disability award or Doctor's Certification | Agency & City |
| Illiterate Adult (unable to read & write) | | Agency employee must witness acknowledgement | Agency & City |
| AIDS (auto-Immune Deficiency Syndrome) | | Copy of Laboratory report or referral letter from Valley AIDS | Agency only |
| Migrant Farmworker | | Copy of Checkstub from out of area employer | Agency & City |
| Homeless Persons | | Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping. | Agency & City |

**A. Applicant Information**

Applicant Initials/ID#:

Address:

City: TEXAS Zip Code

Telephone # Other Contact #

**B. Does applicant live in the city limits?** Yes No

**C. Characteristics**

**1 Date of Birth** **AGE**

**2 Hispanic** Yes No

**3 Race** (mark X)

White
Asian
Native Hawaiian/Other Pacific Islander
Asian & White
American Indian/Alaskan Native & Black
Black / African American
American Indian / Alaskan Native
American Indian / Alaskan Native & White
Black / African American & White
Other Multi-Racial

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# CITY OF EDINBURG
# GRANTS ADMINISTRATION DEPARTMENT
# SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **1st day of October 2023** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Lower Rio Grande Valley Area Agency on Aging (LRGVDC-AAA)**, hereinafter referred to as **"SUBRECIPIENT".**

## WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

## SECTION I
## Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

## SECTION II
## Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Five Thousand Dollars $5,000.00** and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule". **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

## SECTION III
## Records & Reports

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SUBRECIPIENT** shall maintain program and project files to include all project specific elements required in the regulations for "Records to be maintained", as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

## SECTION IV
## Monitoring Visits

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328. The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the monitoring. The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If

the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

## SECTION V
## Requests for Reimbursement & Program Income

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2024**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth ($15^{th}$) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be

reprogrammed by **CITY.**

## SECTION VI
## Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

## SECTION VII
## Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

**SUBRECIPIENT** agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

**SUBRECIPIENT** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**SUBRECIPIENT** agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver’s license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother’s maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written

policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

**SUBRECIEPIENT** agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

## SECTION VIII
## Uniform Administrative Requirements

**SUBRECIPIENT** agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

## SECTION IX
## Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends Seven-Hundred and Fifty Thousand Dollars ($750,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $750,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

## SECTION X
## Suspension and Termination

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

## SECTION XI
## Assets

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## SECTION XII
## Indemnity Clause

**To the maximum extent allowed by law, SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

## SECTION XIII
## Procurement

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

## SECTION XIV
## Conflict of Interest

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities

so described on Exhibit A.

## SECTION XV
## System for Awards Management Requirements

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

## SECTION XVI
## Legal Action and Venue

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## SECTION XVII
## Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

## SECTION XVIII
## Personnel & Participant Conditions

### A. Civil Rights

### 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and

Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. **Nondiscrimination**
   The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Section 504**
   The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. **Equal Access Final Rule (24 CFR Part 5)**
   HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

   Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

   HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

## B. Affirmative Action

**1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**2. W/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX
## Miscellaneous Provisions

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: mgarza@cityofedinburg.com

If to **SUBRECIPIENT**:

Lower Rio Grande Valley Development Council - Area Agency on Aging

301 W. Railroad St.
Weslaco, Texas 78596
Phone: (956) 682-3481
Email: mcruz@lrgvdc.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** 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.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

## SECTION XX
## Effective Date

The effective date of this agreement shall be the **1st day of October 2023,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2024**.

Approved and signed this_____day of_____**2023**

_____
Manuel Cruz, Executive Director

**Subrecipient Name:** Lower Rio Grande Valley Development Council - Area Agency on Aging
**Address:** 301 W. Railroad St.
**City/State/Zip:** Weslaco, Texas 78596
**Federal I.D. Number:** 74-1586916
**UEI Number:** FNF8ZNQEWSS9

**STATE OF TEXAS** **§**

**COUNTY OF HIDALGO** **§**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2023.

_____
Notary Public in and for the State of Texas

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**ATTEST:** **CITY OF EDINBURG**

BY: ___________________________________
Clarice Y. Balderas, City Secretary

BY: ___________________________________
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**
Law Firm, P.C.

BY: ___________________________________
Omar Ochoa, City Attorney

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## EXHIBIT A
## Statement of Work

**SUBRECIPIENT** shall utilize the funding amount of **$5,000.00** to provide elderly Edinburg residents the opportunity to obtain needed services by planning, coordinating and pooling resources. Funds will be used to provide an allotment of $400 that will be awarded to eligible Edinburg elderly clients for:

1. Health Maintenance - Medication assistance, Medical Supplies, and durable medical equipment
2. Homemaker Services - Housekeeping, home management, and meal preparation.
3. Home Modifications - Minor home modifications for fall prevention such as grab bars, toilet replacement, etc.

**SUBRECIPIENT** shall assist at least nine (9) unduplicated beneficiaries**.**

**SUBRECIPIENT** shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

**SUBRECIPIENT** may provide such services in coordination with other social service agencies, pharmacies and medical providers.

**SUBRECIPIENT** shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

**SUBRECIPIENT** shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1**
**Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Funds will be used to provide an allotment of $400 that will be awarded to eligible Edinburg elderly clients for:<br>**1.** Health Maintenance - Medication assistance, Medical Supplies, and durable medical equipment<br>**2.** Homemaker Services - Housekeeping, home management, and meal preparation.<br>**3.** Home Modifications - Minor home modifications for fall prevention such as grab bars, toilet replacement, etc. | $5,000.00 |
| **Total Grant Budget:** | **$5,000.00** |

## EXHIBIT B-2

**LRGVDC - Area Agency on Aging**
**Payment Schedule & Estimated Project Timeline**

| Project Activity | Start Date | End Date | Reimb. Amount | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Begin incurring project costs at start date of the executed Subrecipient Agreements. | 10/01/23 | 10/30/23 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #1 and Monthly Report | 11/01/23 | 11/30/23 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #2 and Monthly Report | 12/01/23 | 12/30/23 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #3 and Monthly Report | 01/01/24 | 01/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #4 and Monthly Report | 02/01/24 | 02/29/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #5 and Monthly Report | 03/01/24 | 03/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #6 and Monthly Report | 04/01/24 | 04/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #7 and Monthly Report | 05/01/24 | 05/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #8 and Monthly Report | 06/01/24 | 06/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #9 and Monthly Report | 07/01/24 | 07/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #10 and Monthly Report | 08/01/24 | 08/30/24 | $ 400.00 | | | | | | | | | | | | |
| Submit FINAL Request for Reimbursement and Monthly Report to close out project. | 09/01/24 | 09/30/24 | $ 600.00 | | | | | | | | | | | | |
| | ***Budget Grand Total*** | | ***$ 5,000.00*** | | | | | | | | | | | | |

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

**EXHIBIT C**
**Project Payment Schedule &Time Table**

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

| **2023- 2024**<br>**FOR THE MONTHS OF:** | **No. of Beneficiaries** | **TYPE OF EXPENDITURE** |
|---|---|---|
| October 2023 | 1 | Expenses as noted in Exhibit B-1 |
| November 2023 | 1 | Expenses as noted in Exhibit B-1 |
| December 2023 | 1 | Expenses as noted in Exhibit B-1 |
| January 2024 | 1 | Expenses as noted in Exhibit B-1 |
| February 2024 | 1 | Expenses as noted in Exhibit B-1 |
| March 2024 | 1 | Expenses as noted in Exhibit B-1 |
| April 2024 | 1 | Expenses as noted in Exhibit B-1 |
| May 2024 | 1 | Expenses as noted in Exhibit B-1 |
| June 2024 | 1 | Expenses as noted in Exhibit B-1 |
| July 2024 | | Expenses as noted in Exhibit B-1 |
| August 2024 | | Expenses as noted in Exhibit B-1 |
| September 2024 | | Expenses as noted in Exhibit B-1 |

## EXHIBIT D
## Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Performance Measurements**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**EXHIBIT D**
**Records & Reports**
(Continued)

**Other significant information:**

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
   - The FY 2023-2024 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2023 and as such all records pertaining to this agreement must be kept until **December 30, 2028** except as provided below:
     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 4-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

## EXHIBIT E
## Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

   - Agency Cover Letter
   - CDBG Reimbursement Request Form
   - Monthly Activity Report
   - Program Application for assisted beneficiaries:
     - Documentation verifying that they reside inside the city limits of Edinburg.
     - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

   - ***Salary reimbursement*** for agency staff providing services to qualified residents:
     - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
     - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
     - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

   - ***Food assistance, Mileage/Transportation and other services, as applicable***:
     - List of beneficiaries assisted.
     - Provide copies of invoices for goods and services.
     - Submit Monthly Mileage Report.
     - Proof of payment - Provide copies of cancelled checks.

   - ***Procurement of goods and services:***
     - List of beneficiaries assisted.
     - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)
     - Provide copies of invoices for goods and services.
     - Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

**EXHIBIT E**
**Requests for Reimbursement**
(Continued)

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

**EXHIBIT F**
**Procurement Policies**
**(If applicable)**

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

**EXHIBIT G**
**CFR, OMB, and Other Program Requirements**
**Website Addresses**

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

**EXHIBIT H**
**Applicable Provision as stated in Section VIII**
**24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

**SUBPART D**

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

**SUBPART E COST PRINCIPLES**

**SUBPART F AUDITS**

**EXHIBIT I**
**Faith-based Activities**
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT I**
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT J**
**System for Awards Management**
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

**EXHIBIT K**
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

## City of Edinburg Community Development Department

# Reimbursement Request Form

Fiscal Year October 1, 202X thru September 30, 202X

| | |
|---|---|
| Public Service Agency: | |
| Address: | |
| City/State/Zip Code: | |
| Contact Person: | |
| Contact Number: | |

| | |
|---|---|
| **Reimbursement Request for the month(s) of:** | **October 1, 202X** |

| Budget Categories | CDBG Budget | **Current Request** | YTD "PRIOR " Reimbursements | **Available Balance** |
|---|---|---|---|---|
| | | | | |
| | | - | | |
| | | - | | |
| | | | | |
| TOTALS | $ - | $ - | $ - | $ - |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director

Date

0001
Request No.

| **BENEFICIARY COUNT** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ETHNIC CATEGORIES** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
| Hispanic | | | | | | | | | | | | | 0 |
| Non-Hispanic | | | | | | | | | | | | | 0 |
| **Total Hispanic/Non-Hispanic** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **RACE** | | | | | | | | | | | | | |
| American-Indian/Alaskan Native | | | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | | | 0 |
| Native Hawaiian/Pac. Islander | | | | | | | | | | | | | 0 |
| White | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| **Total Racial Categories** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **INCOME LIMITS FY 201X** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Extremely Low (30%) Limits | | | | | | | | | | | | | 0 |
| Very Low (50%) Limits | | | | | | | | | | | | | 0 |
| **Low (80%) Limits** | | | | | | | | | | | | | 0 |
| Total Beneficiaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **Year-To-Date "PRIOR MONTHS"** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
|---|---|---|---|---|---|---|
| **Reimbursements** | $ - | | | | | |
| **(Oct. 202X-Sept. 202X)** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **YTD Total** |
| | $ - | $ - | $ - | $ - | $ - | $ - |

Initials

## CDBG MONTHLY REPORT

**ENTER NAME OF AGENCY HERE**

**Month Ending: October 31, 20XX**

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

**PERFORMANCE MEASURMENTS**

**Type of Outcome:**

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

**CDBG PROGRAM APPLICATION**
**ENTITLEMENT COMMUNITY OF EDINBURG**
**Income Eligibility Certification Form**

# Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).**

| Presumed Activity | Mark one (x) | Must Obtain Source Documentation | Who gets copy? |
|---|---|---|---|
| Victims of Domestic Violence | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Abused Children | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Elderly (aged 62 or older) | ☐ | Government ID indicating birthday | Agency & City |
| Severely Disabled Adults | ☐ | Copy of Social Security disability award or Doctor's Certification | Agency & City |
| Illiterate Adult (unable to read & write) | ☐ | Agency employee must witness acknowledgement | Agency & City |
| AIDS (auto-Immune Deficiency Syndrome) | ☐ | Copy of Laboratory report or referral letter from Valley AIDS | Agency only |
| Migrant Farmworker | ☐ | Copy of Checkstub from out of area employer | Agency & City |
| Homeless Persons | ☐ | Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping. | Agency & City |

**A. Applicant Information**

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

**B. Does applicant live in the city limits?** ☐ Yes ☐ No

**C. Characteristics**

**1 Date of Birth** _____ **AGE** _____

**2 Hispanic** ☐ Yes ☐ No

**3 Race** (mark X)

☐ White
☐ Asian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian & White
☐ American Indian/Alaskan Native & Black
☐ Black / African American
☐ American Indian / Alaskan Native
☐ American Indian / Alaskan Native & White
☐ Black / African American & White
☐ Other Multi-Racial

**STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# CITY OF EDINBURG
# GRANTS ADMINISTRATION DEPARTMENT
# SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the **1st day of October 2023** by and between the **City of Edinburg**, a political subdivision of the State of Texas, hereinafter referred to as **"CITY"**, and **Women Together Foundation, Inc. (Mujeres Unidas)**, hereinafter referred to as **"SUBRECIPIENT".**

## WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **CITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** can be carried out for the benefit of residents in the **CITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **CITY** and the **SUBRECIPIENT** do mutually agree as follows:

## SECTION I
## Rules & Regulations

The **SUBRECIPIENT** agrees to cooperate with the **CITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds. (Refer to Exhibit G for website address to 24 CFR Part 570)

## SECTION II
## Statement of Work

**SUBRECIPIENT** agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of **Ten Thousand Dollars $10,000.00** and as delineated in Exhibit B-1: "Grant Budget" and B-2: "Payment Schedule". **SUBRECIPIENT** certifies the activities carried out under this agreement meet a CDBG Program National Objective defined in 24 CFR Part 570.208.

**SUBRECIPIENT** agrees to notify **CITY** in writing of any changes in its Statement of Work, CDBG Funded Activity Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval in writing from **CITY** prior to commencing work on any changes made to the Statement of Work, CDBG Funded Activity Budget and Payment Schedule.

**CITY** shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

**SUBRECIPIENT** agrees to follow Exhibit C: Project Time Table, of this Agreement, and shall notify CITY, in writing, of any changes, delays or departures from the schedule. If **SUBRECIPIENT** demonstrates that delays or departure from the schedule is due to circumstances beyond its control, **CITY** and **SUBRECIPIENT** may amend such Project Schedule.

## SECTION III
## Records & Reports

**SUBRECIPIENT** agrees to establish and maintain records and reports as outlined in Exhibit D: Records and Reports and agrees to make those records and reports available to the **CITY**, HUD, and any other local, state or federal CITY or authority that may exercise jurisdiction over CDBG funds.

**SUBRECIPIENT** shall maintain program and project files to include all project specific elements required in the regulations for "Records to be maintained", as cited in 24 CFR 570.506, and as explicitly requested by the **CITY**.

## SECTION IV
## Monitoring Visits

**SUBRECIPIENT** agrees that **CITY** shall conduct on-site and/or virtual monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 2 CFR Part 200.328. The **CITY** shall provide written notification to the **SUBRECIPIENT**, at least two weeks prior to the monitoring review, advising the date and time of the scheduled review. This written notice will also include a description of programmatic and administrative processes, as well as specific project documents that should be available during the monitoring. The **CITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings within thirty (30) days of the monitoring visit. If

the monitoring report notes deficiencies in **SUBRECIPIENT'S** performance under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement or may result in withholding of future funding. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **CITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all financial records, accounts, reports, program and administrative files, and other documents, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement. SUBRECIPIENT agrees to maintain program and project files to include all elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time for the life of the project and at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

## SECTION V
## Requests for Reimbursement & Program Income

**SUBRECIPIENT** agrees to follow administrative directions from the **CITY** regarding documenting and processing payment requests as defined in **Exhibit E: Requests for Reimbursements** of this Agreement.

**SUBRECIPIENT** shall attend an orientation after the award of funds and prior to first draw.

**SUBRECIPIENT** shall submit final reimbursement request to **CITY** within the twelve-month period of this agreement ending **September 30, 2024**. Reimbursement requests submitted after this date may not be processed and any unexpended funds will be recaptured.

**SUBRECIPIENT** shall submit reimbursement requests on the Reimbursement Request form referenced in Exhibit K. With the reimbursement the **SUBRECIPIENT** will include a Program Application and Monthly Report as referenced in Exhibit K.

**SUBRECIPIENT** and **CITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to prorate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **CITY** by the fifteenth ($15^{th}$) day of each month an accounting of program income through financial records outlined in Exhibit D. The **CITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **CITY** to require all program income to be recovered by the **CITY**.

**SUBRECIPIENT** and **CITY** agree that all unused CDBG funds will be returned to **CITY** at the end or termination of this agreement for either reallocation or to be

reprogrammed by **CITY.**

## SECTION VI
## Religious Activities

The **SUBRECIPIENT** and **CITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Also, any building or structure funded under this Agreement shall not be used for sectarian or religious activities. (Refer to Exhibit I).

## SECTION VII
## Other Program Requirements

**SUBRECIPIENT** agrees to comply with "Other Program Requirements" as listed in 24 CFR §§570.600 - 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR, Part 52. (Refer to Exhibit G for website address to "Other Program Requirements" 24 CFR §570.600 - 611).

**SUBRECIPIENT** agrees to comply with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP), which directs all federal agencies, including HUD, to work to ensure that programs receiving federal financial assistance provide meaningful access to LEP persons. Pursuant to EO 13166, the meaningful access requirement of the Title VI regulations and the four-factor analysis set forth in the Department of Justice LEP Guidance apply to the programs and activities of federal agencies, including HUD.

**SUBRECIPIENT** agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) as well as the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The **SUBRECIPIENT** must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identification (UEI) number. The **SUBRECIPENT** must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

**SUBRECIPIENT** agrees to comply with 2 CFR Part 200.303. The SUBRECIPIENT shall take reasonable measures to safeguard protected Personally Identifiable Information (PII) as defined in 2 CFR Part 200.82, and/or Sensitive Personally Identifiable Information (SPII), such as names, social security numbers (SSNs), driver’s license numbers (DLNs), Employer Identification Numbers (EINs), any information derived from SSNs, DLNs, and EINs, date and place of birth, mother’s maiden name, medical information, financial account numbers (credit or debit card numbers), and income information under this subpart and all other provisions of Federal, State, and local law. The **SUBRECIPIENT** agrees to only maintain such information about beneficiaries that is relevant and necessary to accomplish its purpose and that the information be maintained in systems of records –electronic and paper—that have the appropriate administrative, technical, and physical safeguards to protect the information, however current. **SUBRECIPIENT** agrees to establish written

policies and procedures to limit the collection of PII and SPII, manage access to SPII, protect hard copy and electronic files containing SPII, protect electronic transmissions of SPII via fax, email, etc., protecting hard copy transmission of files containing SPII, follow records management, retention, and disposition laws, regulations, and policies, and ensure that all personnel are familiar with reporting procedures when SPII related to HUD programs and projects has been compromised. All suspect compromises should be promptly reported to HUD's National Help Desk at 1-888-297-8689.

**SUBRECIEPIENT** agrees to comply with Federal Contract Provisions as per 24 CFR Part 200, Appendix II (see Exhibit G).

## SECTION VIII
## Uniform Administrative Requirements

**SUBRECIPIENT** agrees to comply with the requirements and standards of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as now in effect and as may be amended congruent with current regulatory requirements (See Exhibit H). The Uniform Requirements for HUD Federal Award Recipients supersedes, consolidates and streamlines requirements from the following eight OMB circulars: OMB Circular A-21, A-87, A-89, A-102 A-110, A-122, A-133, and guidance on OMB Circular A-50, Audit Follow-up on Single Audit Act follow-up.

## SECTION IX
## Audit Requirements

**SUBRECIPIENT** agrees to comply with the applicable requirements and standards as set forth in 2 CFR Part 200, Subpart F, Audit Requirements, as now in effect and as may be amended congruent with regulatory requirements.

If **SUBRECIPIENT** expends Seven-Hundred and Fifty Thousand Dollars ($750,000.00) or more in federal awards during its fiscal year, **SUBRECIPIENT** must, within nine (9) months after the end of their fiscal year, supply **CITY** with a single audit of revenues and expenditures conducted by a certified public accountant. **SUBRECIPIENT** also agrees to furnish **CITY** an Independent Auditor's Report (Financial Management Letter) with the audit report. If the **SUBRECIPIENT** expends less than $750,000.00 in federal awards in a fiscal year, then the **SUBRECIPIENT** is exempt from the 2 CFR 200, Subpart F, Audit Requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the U.S. Government Accountability Office. Further, **SUBRECIPIENT** agrees to cooperate with **CITY** relating to any inquiries regarding the audit. **SUBRECIPIENT** acknowledges that a Financial Audit shall be provided to **CITY** at the expense of the **SUBRECIPIENT.** Audit shall be available to **CITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 2 CFR 200.337. (Refer to Exhibit G for website)

For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent completed fiscal year ended. These items must be furnished to the **CITY** within nine (9) months after the completion of the **SUBRECIPIENT'S** fiscal year.

## SECTION X
## Suspension and Termination

**SUBRECIPIENT** understands that this agreement may be suspended or terminated, in accordance with 2 CFR Part 200.339 and 2 CFR Part 200.340 (refer to Exhibit G for website) if the **SUBRECIPIENT** materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through K .

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this contract, or **SUBRECIPIENT** violates any of the agreements or stipulations of this contract, then the **CITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance may be the basis for immediate contract termination. Should any breach of contract relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **CITY** or **SUBRECIPIENT** or its successor, the **CITY** will terminate Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **CITY** for damages sustained by the **CITY** by virtue of any breach of this contract by **SUBRECIPIENT** and **CITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations. Should the **CITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **CITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **CITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction as aforesaid. The failure of the **CITY** to exercise any right shall in no way constitute a waiver by the **CITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **CITY** and the **SUBRECIPIENT.**

## SECTION XI
## Assets

**SUBRECIPIENT** shall not purchase any asset unless so permitted by the **CITY** and such procurement shall be done in the form and manner so prescribed by the **CITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **CITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **CITY** and the **CITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **CITY** may, at its option, request that such asset be transferred to **CITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

## SECTION XII
## Indemnity Clause

**To the maximum extent allowed by law, SUBRECIPIENT** agrees to hold **CITY** harmless from, and indemnify **CITY** from and defend **CITY** against any and all claims brought against **CITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

**SUBRECIPIENT** shall acquire, maintain and furnish to **CITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $250,000 per occurrence, $500,000 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

## SECTION XIII
## Procurement

**SUBRECIPIENT** agrees to follow the rules of the **CITY** on the procurement of services, supplies or non-real property in relation to **CITY-**funded projects. The legal standards that will apply include the Procurement Standards of the **City of Edinburg,** which includes 2 CFR Part 200.317 through 327 (Refer to Exhibit G for website). In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **CITY** to ensure compliance with the Standards implemented by **CITY.** (Refer to Exhibit F for Procurement Policies).

## SECTION XIV
## Conflict of Interest

**SUBRECIPIENT** covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A, 24 CFR Part 570.611, 2 CFR Part 200.112. (Refer to Exhibit G for website)

**SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **CITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

**SUBRECIPIENT** is responsible for repayment of funds associates with any conflict of interest that may occur either knowingly or unknowingly.

No **CITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities

so described on Exhibit A.

## SECTION XV
## System for Awards Management Requirements

**SUBRECIPIENT** agrees to maintain an active registration at the federal website, System for Awards Management during the program year, in accordance with 24 CFR Part 200.113 (Refer to Exhibit J).

## SECTION XVI
## Legal Action and Venue

**SUBRECIPIENT** agrees to notify the **CITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **CITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **CITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in Hidalgo County.

## SECTION XVII
## Alternate Dispute Resolution/Neutral Party

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

## SECTION XVIII
## Personnel & Participant Conditions

### A. Civil Rights

### 1. Compliance

The **SUBRECIPIENT** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and

Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. **Nondiscrimination**
   The **SUBRECIPIENT** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The **SUBRECIPIENT** will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The **SUBRECIPIENT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Section 504**
   The **SUBRECIPIENT** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the **SUBRECIPIENT** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

4. **Equal Access Final Rule (24 CFR Part 5)**
   HUD published a final rule in the Federal Register entitled *Equal Access in Accordance with an Individual's Gender Identity in Community Planning and Development Programs*. https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/. This rule will ensure that all individuals have equal access to many of the Department's core shelter programs in accordance with their gender identity.

   Following what had previously been encouraged practice by HUD, providers using funds awarded through the Department's Office of Community Planning and Development (CPD), including those operating single sex projects, are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

   HUD's new rule will require a recipient, subrecipient, or provider to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Other provisions and changes to the rule include:

- Eliminates the prohibition on inquiries related to sexual orientation or gender identity so service providers can ensure compliance with this rule. The removal of the prohibition on inquiries related to sexual orientation or gender identity does not alter the requirement to make housing assisted by HUD and housing insured by the Federal Housing Administration available without regard to actual or perceived sexual orientation or gender identity.
- Amends HUD's definition of "gender identity" to more clearly reflect the difference between actual and perceived gender identity.
- Makes a technical amendment to the definition of "sexual orientation," which was adopted from the Office of Personal Management's (OPM) definition of the term in 2012 to conform to OPM's current definition.
- NOTE: the definition of "family" remains the same. See FAQ 1529 for specific guidance for projects with CoC and ESG funding.

As a new program regulation, failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations. HUD has provided a suite of Technical Assistance materials to support final rule implementation, which can be found at https://www.hudexchange.info/homelessness-assistance/resources-for-lgbt-homelessness/#program-guidance-and-equal-access-rule.

HUD has also provided a document that grantees can publicly post to inform clients and staff of the equal access requirements, which can be found at https://www.hudexchange.info/resource/5147/notice-on-equal-access-rights/ .

## B. Affirmative Action

**1. Plan**

The **SUBRECIPIENT** agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

**2. W/MBE**

The **SUBRECIPIENT** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The **SUBRECIPIENT** may rely on written representation by businesses regarding their

status as minority and female business enterprises in lieu of an independent investigation.

3. **EEO/AA Statement**
   The **SUBRECIPIENT** will, in all solicitations or advertisements for employees placed by or on behalf of the **SUBRECIPIENT**, state that it is an Equal Opportunity or Affirmative Action employer.

## SECTION XIX
## Miscellaneous Provisions

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by **CITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **CITY** and **SUBRECIPIENT**, and not otherwise.

**Funding Contingent upon Final H.U.D. Approval.** Community Development Block Grant (CDBG) funding awarded in this agreement is contingent upon the final approval of U.S. Department of Housing and Urban Development.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **CITY**:
City of Edinburg
Grants Administration Department
415 W. University Dr.
Edinburg, Texas 78541
Phone: (956) 388-8206
Fax: (956) 292-2140
Email: mgarza@cityofedinburg.com

If to SUBRECIPIENT:
Women Together Foundation, Inc.
511 N. Cynthia
McAllen, TX 78501
Phone: (956) 630-4878
Email: womentog@swbell.net

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** 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.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **CITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

**Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

**Authority to Execute.** The execution and performance of this Agreement by **CITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **CITY** and **SUBRECIPIENT** in accordance with its terms.

## SECTION XX
## Effective Date

The effective date of this agreement shall be the **1st day of October 2023,** such date being the date the City Council approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th day of September 2024**.

Approved and signed this Approved and signed this ___ day of **2023**.

_____
Estella De Anda, Executive Director

**Subrecipient Name:** Women Together Foundation, Inc.
**Address:** 511 Cynthia Street
**City/State/Zip:** McAllen, Texas 78501
**Federal I.D. Number:** 74-2007536
**UEI Number:** NE6ZVRMAAKK3

STATE OF TEXAS §

**COUNTY OF HIDALGO §**

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this_____day of_____, 2023.

_____
Notary Public in and for the State of Texas

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

**ATTEST:** **CITY OF EDINBURG**

BY: ___________________________________
Clarice Y. Balderas, City Secretary

BY: ___________________________________
Myra L. Ayala, City Manager

**APPROVED AS TO FORM:**
Law Firm, P.C.

BY: ___________________________________
Omar Ochoa, City Attorney

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## EXHIBIT A
## Statement of Work

**SUBRECIPIENT** shall utilize the funding amount of **$10,000.00** will pay for partial salaries/fringe benefits for Part-Time Shelter Advocate that will provided services for Edinburg residents. The Shelter Advocate works in the shelter facility providing supportive essential services for clients residing in the shelter facility and Transitional Housing Program.

**SUBRECIPIENT** shall assist at least fifty (50) unduplicated battered women and children**.**

**SUBRECIPIENT** shall follow procurement policies outlined in the agency policies and procedures or the City of Edinburg polices, whichever is more stringent.

**SUBRECIPIENT** may provide such services in coordination with other social service agencies, pharmacies and medical providers.

**SUBRECIPIENT** shall utilize the appropriate CDBG funds to leverage existing resources to augment present service capacity.

**SUBRECIPIENT** shall ensure that all assisted individuals shall meet acceptable HUD eligible criteria including but not limited to residency requirements and applicable income limits

**EXHIBIT B-1**
**Grant Budget**

| TYPE OF EXPENDITURES | BUDGETED AMOUNT |
|---|---|
| Funds will pay for partial salaries/fringe benefits for Part-Time Shelter Advocate that will provided services for Edinburg residents. The Shelter Advocate works in the shelter facility providing supportive essential services for clients residing in the shelter facility and Transitional Housing Program. | $10,000.00 |
| **Total Budget** | **$10,000.00** |

## EXHIBIT B-2

**Women Together Foundation (Mujeres Unidas)**
**Payment Schedule & Estimated Project Timeline**

| Project Activity | Start Date | End Date | Reimb. Amount | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 | May-24 | Jun-24 | Jul-24 | Aug-24 | Sep-24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Begin incurring project costs at start date of the executed Subrecipient Agreements. | 10/01/23 | 10/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #1 and Monthly Report | 11/01/23 | 11/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #2 and Monthly Report | 12/01/23 | 12/30/23 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #3 and Monthly Report | 01/01/24 | 01/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #4 and Monthly Report | 02/01/24 | 02/29/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #5 and Monthly Report | 03/01/24 | 03/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #6 and Monthly Report | 04/01/24 | 04/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #7 and Monthly Report | 05/01/24 | 05/30/24 | $ 1,000.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #8 and Monthly Report | 06/01/24 | 06/30/24 | $ 500.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #9 and Monthly Report | 07/01/24 | 07/30/24 | $ 500.00 | | | | | | | | | | | | |
| Submit Request for Reimbursement #10 and Monthly Report | 08/01/24 | 08/30/24 | $ 500.00 | | | | | | | | | | | | |
| Submit FINAL Request for Reimbursement and Monthly Report to close out project. | 09/01/24 | 09/30/24 | $ 500.00 | | | | | | | | | | | | |
| | ***Budget Grand Total*** | | ***$ 10,000.00*** | | | | | | | | | | | | |

This project timeline is an estimate based on the City's goal to complete CDBG funded projects within the fiscal year of award.

All funds for this project will reimburse Subrecipient for costs incurred as shown in Exhibit A Statement of Work.

**EXHIBIT C**
**Project Payment Schedule &Time Table**

1. **SUBRECIPIENT** hereby agrees to perform services as outlined in Exhibit A.

2. **SUBRECIPIENT** agrees that the scope of work described in Exhibit A will be completed no later than **twelve months** from the contract date.

3. **SUBRECIPIENT** agrees to notify the City in writing of any changes or delays from the agreed time as described in Exhibit A.

| **2023- 2024**<br>**FOR THE MONTHS OF:** | **No. of Beneficiaries** | **TYPE OF EXPENDITURE** |
|---|---|---|
| October 2023 | 4 | Expenses as noted in Exhibit B-1 |
| November 2023 | 4 | Expenses as noted in Exhibit B-1 |
| December 2023 | 4 | Expenses as noted in Exhibit B-1 |
| January 2024 | 4 | Expenses as noted in Exhibit B-1 |
| February 2024 | 4 | Expenses as noted in Exhibit B-1 |
| March 2024 | 4 | Expenses as noted in Exhibit B-1 |
| April 2024 | 4 | Expenses as noted in Exhibit B-1 |
| May 2024 | 4 | Expenses as noted in Exhibit B-1 |
| June 2024 | 4 | Expenses as noted in Exhibit B-1 |
| July 2024 | 4 | Expenses as noted in Exhibit B-1 |
| August 2024 | 5 | Expenses as noted in Exhibit B-1 |
| September 2024 | 5 | Expenses as noted in Exhibit B-1 |

## EXHIBIT D
## Records & Reports

1. **SUBRECIPIENT** must submit the **Monthly Activity Report** accompanying each request for payment form. Each activity report must include the following:

   - **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
     - Benefits Low- and Moderate-Income Persons
     - Provides Decent Affordable Housing
     - Creates Economic Opportunities

   - **Number of Persons Assisted with New Access to Service/Benefit**

   - **Number of Persons Assisted with Improved Access to Service/Benefit & Racial Data (Active/Carryover)**

   - **Number of Low-Mod Beneficiaries**

   - **Racial Data**

     1. White
     2. Black/African American
     3. Asian
     4. American Indian/Alaskan Native
     5. Native Hawaiian/Other Pacific
     6. Asian White
     7. Black & White
     8. Am. Indian/Alaskan Native & White
     9. Black/African American & White
     10. Other Multi Racial

   - **Number of Hispanics Served**
   - **Number of Persons Served Living with a Disability**
   - **Number of Female Head of Households**
   - **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income.**

**Performance Measurements**

- **Type of Outcome:**
  - **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities.
  - **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

**EXHIBIT D**
**Records & Reports**
(Continued)

**Other significant information:**

- **SUBRECIPIENT** should report any additional activities such as such as special events, fundraisers, awards, etc.)

4. **SUBRECIPIENT** shall ensure compliance with Records Retention rules:
   - The FY 2023-2024 CDBG Subrecipient Agreement and all records pertaining to this agreement must be retained for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER). The final CAPER submission for this agreement will be submitted no later than December 30, 2023 and as such all records pertaining to this agreement must be kept until **December 30, 2028** except as provided below:
     - In the event that any pending litigation, claim, audit, negotiation, or other action involving these activities is on-going, the documentation will be retained until completion and resolution of the action. Records must be maintained until completion of said action, and/or any issues that may arise from it or at the end of the regular 4-year retention period, whichever is longer.
     - In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.
5. **SUBRECIPIENT** shall complete a **Program Application** for each assisted client that is listed on any reimbursement request. A completed original application form must be submitted with each reimbursement request.
6. **SUBRECIPIENT** must maintain proper financial records.

## EXHIBIT E
## Requests for Reimbursement

1. **SUBRECIPIENT** shall submit reimbursement requests for payment as per Exhibit B-2 "Payment Schedule".

2. **SUBRECIPIENT** **must** submit the following documents when submitting a reimbursement request:

   - Agency Cover Letter
   - CDBG Reimbursement Request Form
   - Monthly Activity Report
   - Program Application for assisted beneficiaries:
     - Documentation verifying that they reside inside the city limits of Edinburg.
     - Must be qualified through Presumed, Qualified or Income/Asset application.

3. **SUBRECIPIENT** must ensure that the items listed below are included in the reimbursement request packet, if the project includes any of the following:

   - ***Salary reimbursement*** for agency staff providing services to qualified residents:
     - Agency timesheet for each staff member providing services – *This should include all the hours worked for each day during the specified pay period.*
     - CDBG time summary report – *This should include a breakdown of Edinburg CDBG hours vs. other hours.*
     - Proof of payment for salaries such as cleared pay stubs, banks statements, etc.

   - ***Food assistance, Mileage/Transportation and other services, as applicable***:
     - List of beneficiaries assisted.
     - Provide copies of invoices for goods and services.
     - Submit Monthly Mileage Report.
     - Proof of payment - Provide copies of cancelled checks.

   - ***Procurement of goods and services:***
     - List of beneficiaries assisted.
     - Provide procurement documentation in compliance with most stringent procurement policies. (Verbal/Written quotes, RFB, RFP etc.)
     - Provide copies of invoices for goods and services.
     - Proof of payment - Provide copies of cancelled checks.

4. **CITY** will mail out reimbursement checks the within thirty (30) working days if all supporting documentation and all requirements of the agreement are current.

**EXHIBIT E**
**Requests for Reimbursement**
(Continued)

5. **SUBRECIPIENT** agrees to maintain program and project files that include all project specific elements as required in Section III of this agreement. All program and project files are subject to monitoring review at any time during the life of the project and for at least **five (5) years** from the date of submission of the **CITY'S** Consolidated Annual Performance and Evaluation Report (CAPER).

**EXHIBIT F**
**Procurement Policies**
**(If applicable)**

1. For purchases ranging from $0.01-$2,000.00, the **SUBRECIPIENT** must use a purchase order. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must provide purchase orders, invoices, receipts and proof of payment/cancelled check(s).

2. For purchases ranging from $2,000.01-$29,999.99, the **SUBRECIPIENT** must obtain at least three written price quotations from vendors. When submitting a request for reimbursement from the **CITY** for any purchases made within this price range, the **SUBRECIPIENT** must the written price quotation on company letterhead, purchase orders, invoices, receipts and proof of payment/cancelled check(s).

3. For purchases over $30,000.00, **SUBRECIPIENT** must hold a competitive bid. Please contact the Community Development/Grants Management Department at (956) 388-8206, before commencing on such projects. (Bid, Payment and Performance Bonding is required for projects over $25,000.00)

4. In the event that the **SUBRECIPIENT'S** procurement policies are more stringent than the **CITY'S** procurement policies, the **SUBRECIPIENT** must adhere to its own procurement procedures. The **SUBRECIPIENT** must notify the **CITY** when its own policies are more stringent.

**EXHIBIT G**
**CFR, OMB, and Other Program Requirements**
**Website Addresses**

24 CFR Part 570
https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

2 CFR Part 200
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CRF Part 200 Appendix II – Federal Contract Provisions
https://www.ecfr.gov/cgi-bin/text-idx?SID=fbb70fe83009e152ac327498f6ec18c4&node=ap2.1.200_1521.ii&rgn=div9

Other Program Requirements (See Subpart K)
https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/pdf/CFR-2017-title24-vol3-part570-subpartK.pdf

24 CFR Part 5
https://www.law.cornell.edu/cfr/text/24/part-5

Part 52-Intergovernmental Review of Department of Housing & Urban Development Programs and Activities
https://www.gpo.gov/fdsys/granule/CFR-2004-title24-vol1/CFR-2004-title24-vol1-part52

**EXHIBIT H**
**Applicable Provision as stated in Section VIII**
**24 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards**

**SUBPART D**

POST AWARD REQUIREMENTS AND ADMINISTRATION
2 CFR Part 200.300-309

PROPERTY STANDARDS
2 CFR Part 200.310-316

PROCUREMENT STANDARDS

2 CFR Part 200.318-327

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING
2 CFR Part 200.328-330

SUBRECIPIENT MONITORING AND MANAGEMENT
2 CFR Part 200.331-333

RECORD RETENTION AND ACCESS
2 CFR Part 200.334-338

REMEDIES FOR NONCOMPLIANCE
2 CFR Part 200.339-343

CLOSEOUT
2 CFR Part 200.344

**SUBPART E COST PRINCIPLES**

**SUBPART F AUDITS**

**EXHIBIT I**
**Faith-based Activities**
**24 CFR 570.200(j)**

- (j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- (3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

**EXHIBIT I**
(Continued)

- (5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.
- (6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

**EXHIBIT J**
**System for Awards Management**
**Registration Requirements**

All grantees, subrecipients, and contractors desiring to participate in federally funded programs must obtain a Unique Entity Identification (UEI) number to follow the Federal Funding Accountability and Transparency Act of 2006. This includes executing contracts or agreements with units of general local government involving federal funds.

As required by the Funding Accountability and Transparency Act of 2006, all grantees, subrecipients, and contractors must register with the System for Awards Management (SAM) database. SAM is the primary registrant database for the U.S. Federal government. SAM collects, validates, stores, and disseminates data in support of agency acquisition missions. Registration information on the SAM website can be found at https://uscontractorregistration.com/ or by calling 1-877-252-2700.

**EXHIBIT K**
**Required forms**

- Reimbursement Request form
- Monthly Report
- CDBG Program Application (Presumed)

## City of Edinburg Community Development Department

# Reimbursement Request Form

Fiscal Year October 1, 202X thru September 30, 202X

| | |
|---|---|
| Public Service Agency: | |
| Address: | |
| City/State/Zip Code: | |
| Contact Person: | |
| Contact Number: | |

| | |
|---|---|
| **Reimbursement Request for the month(s) of:** | **October 1, 202X** |

| Budget Categories | CDBG Budget | **Current Request** | YTD "PRIOR " Reimbursements | **Available Balance** |
|---|---|---|---|---|
| | | | | |
| | | - | | |
| | | - | | |
| | | | | |
| TOTALS | $ - | $ - | $ - | $ - |

I certify that, to the best of my knowledge, the data reported herein is correct and that all expenditures have been made in accordance with the grant conditions and that payment is due and has not previously been made.

xxxxxxxxxxxxxx, Executive Director

Date

0001
Request No.

| **BENEFICIARY COUNT** | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ETHNIC CATEGORIES** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
| Hispanic | | | | | | | | | | | | | 0 |
| Non-Hispanic | | | | | | | | | | | | | 0 |
| **Total Hispanic/Non-Hispanic** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **RACE** | | | | | | | | | | | | | |
| American-Indian/Alaskan Native | | | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | | | 0 |
| Native Hawaiian/Pac. Islander | | | | | | | | | | | | | 0 |
| White | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| **Total Racial Categories** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **INCOME LIMITS FY 201X** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **YTD** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Extremely Low (30%) Limits | | | | | | | | | | | | | 0 |
| Very Low (50%) Limits | | | | | | | | | | | | | 0 |
| **Low (80%) Limits** | | | | | | | | | | | | | 0 |
| Total Beneficiaries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| **Year-To-Date "PRIOR MONTHS"** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** |
|---|---|---|---|---|---|---|
| **Reimbursements** | $ - | | | | | |
| **(Oct. 202X-Sept. 202X)** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **YTD Total** |
| | $ - | $ - | $ - | $ - | $ - | $ - |

Initials

## CDBG MONTHLY REPORT

**ENTER NAME OF AGENCY HERE**

**Month Ending: October 31, 20XX**

- **What CDBG funds were used for, the type of services provided, and how the service meets one of CDBG's national objectives:**
- **Number of Persons Assisted with New Access to Service/Benefit:**
- **Number of Persons Assisted with Improved Access to Service/Benefit:**
- **Number of Low-Mod Beneficiaries:**
- **Racial Data***:*
- **Number of Persons Served Living with a Disability:**
- **Number of Female Head of Households:**
- **Specific Income Levels of persons or households by 30%, 50%, 60%, 80%, and >80% of Area Median Income:**

**PERFORMANCE MEASURMENTS**

**Type of Outcome:**

- **Availability/Accessibility**. Description of how services were made available or accessible to low- and moderate-income people, including persons with disabilities**.**

- **Affordability**. How funds used made the service affordable to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability**: **Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income people or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

- **Other significant information** (such as special events, fundraisers, awards, etc.)

Reviewed and approved by:

_____ _____

XXXXXX, Executive Director Date

**CDBG PROGRAM APPLICATION**
**ENTITLEMENT COMMUNITY OF EDINBURG**
**Income Eligibility Certification Form**

# Presumed Status Application

Participants of the Federally-funded Community Development Block Program (CDBG) must disclose personal information for reporting and eligibility purposes. Please print legibly and answer all questions completely.

**WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.**

**This activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI Persons. (It means that the whole agency MUST meet this category of the listed presumption).**

| Presumed Activity | Mark one (x) | Must Obtain Source Documentation | Who gets copy? |
|---|---|---|---|
| Victims of Domestic Violence | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Abused Children | ☐ | Copy of Law Enforcement Report & Referral form | Agency only |
| Elderly (aged 62 or older) | ☐ | Government ID indicating birthday | Agency & City |
| Severely Disabled Adults | ☐ | Copy of Social Security disability award or Doctor's Certification | Agency & City |
| Illiterate Adult (unable to read & write) | ☐ | Agency employee must witness acknowledgement | Agency & City |
| AIDS (auto-Immune Deficiency Syndrome) | ☐ | Copy of Laboratory report or referral letter from Valley AIDS | Agency only |
| Migrant Farmworker | ☐ | Copy of Checkstub from out of area employer | Agency & City |
| Homeless Persons | ☐ | Service worker should verify with Emergency Shelter, Institution, Domestic Violence, Court Order Eviction and obtain the required documentation on where he/she has been sleeping. | Agency & City |

**A. Applicant Information**

Applicant Initials/ID#: _____

Address: _____

City: _____ TEXAS Zip Code _____

Telephone # _____ Other Contact # _____

**B. Does applicant live in the city limits?** ☐ Yes ☐ No

**C. Characteristics**

**1 Date of Birth** _____ **AGE** _____

**2 Hispanic** ☐ Yes ☐ No

**3 Race** (mark X)

☐ White
☐ Asian
☐ Native Hawaiian/Other Pacific Islander
☐ Asian & White
☐ American Indian/Alaskan Native & Black
☐ Black / African American
☐ American Indian / Alaskan Native
☐ American Indian / Alaskan Native & White
☐ Black / African American & White
☐ Other Multi-Racial

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
CONSENT AGENDA
Agenda Item No: 15.E.
Agreement-Los Muertos Bailan Festival

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into Agreements with Emmanuel Lee Rangel of Area956.com and the Museum of South Texas History for the Los Muertos Bailan Festival. [Letty Leija, Director of Library & Cultural Arts]

2. **Description:**
The City of Edinburg and Emmanuel Lee Rangel of Area956.com wish to partner to celebrate the Los Muertos Bailan Festival Block Party on October 21st, 2023. The partnership includes participating entities providing in-kind services from human resources to event coordination, planned activities, entertainment, marketing, photography, video production, and data collection for the event. The partnership also includes the recruitment of vendors and sponsorships with the agreement Emmanuel Lee Rangel of Area956.com would receive each 30 percent of the proceeds generated from the festival and the Museum would generate funding for the Los Muertos Bailan activities through the reduced cost admission on October 21sts, 2023. The 4-block event will have three stages featuring live music and dance performances, and Mariachi presentations. The festival will also include a chalk walk art competition with over 60 students participating, a Day of the Dead procession, a community altar, reduced cost access to the Museum with themed activities, kiddie rides, a dancing horse presentation, several photo-op stations and much more.

This partnership allows the City of Edinburg to grow the festival to a much larger scale, it brings additional community support, unique resources, extra manpower and increased marketing opportunities. By having it on McIntyre Street between 8th St. and the Museum it encourages walking and brings the festivities to the heart of the City of Edinburg.

The event is scheduled on Saturday, October 21st, 2023 from 5:00 p.m. to 11:00 p.m.

Funding is available in the 2023-2024 General Funder Operating Budget, Cultural Arts.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into Agreements with Emmanuel Lee Rangel of Area956.com and the Museum of South Texas History for the Los Muertos Bailan Festival.

**Reviewed by:**

**Prepared by:**
Letty Leija
Director of Library &
Cultural Arts

**Attachments:**
A. Area 956 Agreement 2023
B. MOSTH Agreement 2023

# SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Emmanuel Lee Rangel of Area956.com, ("Vendor") and The City of Edinburg ("City"), a municipality, individually referred to as "Party" or collectively referred to as "Parties". City engages the Vendor to provide a service hereinafter described with its terms set forth below.

1. PROFESSIONAL SERVICES

1.1 **Scope of Services.** Subject to the terms and conditions of this Agreement, Vendor agrees to provide the following services (the "Services"):

The Vendor will provide services for the City of Edinburg Los Muertos Bailan Block Party (the "Event") event taking place on October 21, 2023. Vendor services include Digital Marketing, Website Management, Digital Advertising, Social Media Advertising, Event Coordination, Chalk Festival Coordination, Chalk Festival Competition and Prize Management, Video Production, Drone and Photography Management, Website Design, Overall visual design, Business Development, Chalk Competition Supplies, and Event Marketing Packages.

1.2 **Performance Standard and Warranty.** Vendor will cooperate with City's staff in the performance of the Services. Vendor warrants and represents that the Services will be performed in a professional and timely manner and at the direction of City staff. For the avoidance of doubt, Vendor agrees that City may direct the Services, including directing locations, times, changes in scope or methods, or stoppage of any portion of the Services.

1.3 **Release.** Vendor grants permission to City to use any and all product from or as a result of Vendor's services as part of any project at its sole and complete discretion. Such use includes, without limitation, any and all recordings and formats now or in the future of any and all product for use in materials that include, but may not be limited to, printed materials (such as marketing material, brochures, news releases and newsletters), videos, and digital images. Such materials may be displayed and/or sold to the public in any and all formats, including on the City website, or incorporated into any and all products at the sole and absolute discretion of City.

1.4 **Independent Contractor.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

2 **ADVERTISING**

2.1 Parties agree that City may use the name, face, logo, website, and product of Vendor for purposes of marketing, advertising, publicizing and promoting (collectively "Advertising") the Event.

2.2 Vendor shall supply, and allow the City the use of, a selection of images for Advertising for the event no later than October 11, 2023 .

## 3 COMPENSATION AND PAYMENT

3.1 **Fees and Expenses.** For the Services provided pursuant to this Agreement, Vendor shall be compensated a maximum sum of 30% of Event revenue derived from vendor fees, carnival ride fees, and chalk art submission fee ("Designated Event Revenue"). Vendor understands and agrees that City has sole and absolute discretion in the calculation of Designated Event Revenue. City shall provide documents to substantiate its calculation at Vendor's request, but Vendor agrees that it shall not be able to contest such calculation except for clear errors of addition or subtraction. Vendor will be paid any amount owed under this Agreement via mailed check within 30 days after the Event.

3.2 **Event Revenues Collected by Vendor.** To the extent Vendor collects any funds from third parties that are in any way related to the Event, whether Designated Event Revenue or otherwise, Vendor agrees that it shall remit such funds to the City in full within 1 day of receiving such funds. Under no circumstances may Vendor withhold any funds for any reason. Vendor will provide all records and documents related to its Services and/or the collection of funds upon request by the City, and City shall have the right to audit any and all books and records of Vendor to determine whether Vendor has fully complied with this Agreement. Failure to provide such records or documents, or failure to remit all funds received, shall be a breach of this Agreement and City shall no longer owe any compensation to Vendor.

3.3 **Taxes.** All fees payable under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

3.4 City is entitled to impose a set-off against payment based on any of the following:

a) Claims have been made against City based on Vendor's conduct or Services, or City has incurred costs, losses, or damages resulting from Vendor's Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non- compliance with Laws and Regulations;
b) Any Services are defective;
c) Any Services are not performed as directed by the City;
d) City has been required to correct defective Services or has accepted defective Services;
e) Other items entitle City to a set-off against the payment amount. If City imposes any set-off against payment, City will give Vendor written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

## 4 TERM AND TERMINATION

4.1 **Term.** The term of this Agreement will begin on the Effective Date and will remain in full force and effect until the expiration of all Services unless earlier terminated as provided in this Agreement. The terms and conditions in this Agreement that by their sense and context are

intended to survive the Services by either or both parties hereunder shall so survive the termination, cancellation, or completion of Services of this Agreement.

4.2 **Termination.** City may terminate this Agreement upon giving 3 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, Vendor has breached any provisions of this Agreement. Upon termination or completion of this Agreement, City shall have no liability to Vendor of any kind.

4.3 **Suspension**. The City reserves the right to suspend and/or reschedule the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume and/or reschedule the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor of any kind. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

## 5 LIABILITY, DAMAGES, AND INDEMNIFICATION

5.1 **Indemnification**.To the maximum extent allowed by law, Vendor agrees to and shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand

5.2 **Limitation of Liability.**Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees, if any, owed by the City for the Services rendered pursuant to this Agreement. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply tothe maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

## 6 GENERAL PROVISIONS

6.1 **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6.2 **Insurance/Authorization.** Vendor shall carry adequate liability, property, workers' compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by City. Upon request, Vendor shall supply to City a certificate(s) of insurance evidencing the same. Vendor hereby represents, warrants, and covenants to City that it has and/or will have and maintain all necessary permits, license, approvals and other authorizations applicable to the performance of its obligations contemplated under this Agreement.

6.3 **Notices.** Any notice, request, approval, or consent between the Parties will be given in writing and will be directed as set forth below:

| | If to City: | If to Vendor : |
|---|---|---|
| Business Name | City of Edinburg | Emmanuel Lee Rangel |
| Street Address | 415 W. University Dr. | 2312 East 21st St |
| City, State Zip | Edinburg, TX, 78539 | Mission, TX 78572 |
| Attention: | Legal Dept. | Emmanuel Lee Rangel |
| Email Address | legal@cityofedinburg.com | emmanuel@area956.com |

6.4 **No Waivers.** No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity

6.5 **Counterparts/Electronic Signatures.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other electronic transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person. The Parties may affix their signatures electronically to this Agreement by typing their names on the signature lines below ("Electronic Signature"). A Party who executes this Agreement by Electronic Signature agrees such signature is the legal equivalent to a hand-written signature on this Agreement, which shall have the same binding legal effect as if the Party had personally signed his or her name to paper.

6.6 **Dispute Resolution.** If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within

seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of both Parties. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs.

6.7 **Entire Agreement.** This Agreement (including and referenced Exhibits) constitutes the entire agreement between the Parties. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

By signing, you acknowledge you have read and agreed to all terms in this agreement.

AGREED AND ACCEPTED

**CITY OF EDINBURG:**

BY:_____

Myra L. Ayala, City Manager City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

**ATTEST:**

BY:_____

Clarice L . Balderas, City Secretary

**APPROVED AS TO FORM:**
**Omar Ochoa Law Firm, P.C.**

BY:_____

Omar Ochoa, City Attorney

BY:_____

Emmanuel Lee Rangel
2312 East 21st St. Mission, TX 78572
emmanuel@area956.com

| | | |
|---|---|---|
| **STATE OF TEXAS** | **§** | **AGREEMENT BETWEEN THE CITY OF EDINBURG AND MUSEUM OF SOUTH TEXAS HISTORY** |
| **COUNTY OF HIDALGO** | **§** | |
| **CITY OF EDINBURG** | **§** | |

This agreement, entered into this the ___ day of October, 2023 by and between the City of Edinburg, a municipal corporation (hereinafter referred to as "City") and the Museum of South Texas History (herein called" Museum").

## RECITALS

**WHEREAS**, City holds an annual event known as Los Muertos Bailan Block Party (the “Event”), with such event occurring this year on October 22, 2023; and

**WHEREAS**, Museum seeks to partner with the City of Edinburg and assist with the promotion and operation of the Event; and

**WHEREAS**, City desires to include Museum in planning, promoting, and operating the Event for the benefit of the Event and residents of the City of Edinburg.

**NOW, THEREFORE**, the City and the Museum do mutually agree to the following:

## SECTION I
## SCOPE OF SUPPORT OF THE MUSEUM

A. The Museum agrees that it will provide certain activities and efforts in support of the Event (“Support”). Such Support includes use of the Museum’s facilities and outdoor spaces, advertising, exhibits, programs, provision of staff, and vendor coordination.

B. Museum agrees that it will cooperate with City’s staff in the provision of Support.

C. Museum further agrees that it will direct vendors seeking to participate in the Event to the City and that all vendors participating in the Event shall be managed through the City’s processes, policies, and procedures.

D. Museum grants permission to City to use any and all product from or as a result of Museum’s Support pas part of any project at its sole and complete discretion. Such use includes, without limitation, any and all recordings and formats now or in the future of any and all product for use in materials that include, but may not be limited to, printed materials (such as marketing material, brochures, news releases and newsletters), videos, and digital images. Such materials may be displayed and/or sold to

the public in any and all formats, including on the City website, or incorporated into any and all products at the sole and absolute discretion of City.

E. In addition, Museum agrees to reduce admission fees from $9 for adults; $6 for seniors/students (ages 13+)/active military; $5 for children ages 4 to 12 to a fee of $5 for all admission categories and free for Children ages 3 and under.

## SECTION II
## TIME OF PERFORMANCE

A. The term of this Agreement will begin on the Effective Date and will remain in full force and effect until the expiration of all Support unless earlier terminated as provided in this Agreement. The terms and conditions in this Agreement that by their sense and context are intended to survive the Support by either or both parties hereunder shall so survive the termination, cancellation, or completion of Support under this Agreement.

B. City shall have the right to audit and inspect Museum's records to verify compliance with this Agreement.

## SECTION III
## PAYMENT AND FEES

A. City agrees that it will not receive any revenues Museum generates from admissions, activity fees, souvenir sales, and vendor registrations ("Designated Event Revenue"). The Museum agrees to cover its own costs related to the Event. The Museum further agrees that it will not receive any revenues City generates related to the Event.

B. To the extent Museum collects any funds from third parties that are in any way related to the Event, whether Designated Event Revenue or otherwise, Museum agrees that it shall remit such funds to the City in full within 5 days of receiving such funds.

## SECTION IV
## TERMINATION

A. Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, with written notice.

B. Upon termination or completion of this Agreement, City shall have no liability to Museum. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

## SECTION V
## ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Museum and the City. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the Section below.

## SECTION VI
## CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

## SECTION VII
## INDEMNIFICATION

A. To the maximum extent allowed by law, Museum agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Museum, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Museum agrees to assist City in defense of claims or litigation brought against the City related to this Agreement.

## SECTION VIII
## LIMITATION OF LIABILITY

A. Museum agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Museum's total fees, if any, owed by the City for the Support rendered pursuant to this Agreement. Museum agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Museum's Support, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

## SECTION IX
## AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

## SECTION X
## INSURANCE

Museum shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured.

## SECTION XI
## SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

## SECTION XII
## NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Museum:

Museum of South Texas History
Attn: Francisco Guajardo, PhD
200 N. Closner Blvd, Edinburg, TX 78541

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

## SECTION XIII
## NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Support with knowledge of a breach by Museum of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such

breach. No acceptance of Support or payment to Museum shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Support or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

**CITY OF EDINBURG:**

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

**ATTEST:**

BY:_____
Clarice Y. Balderas, City Secretary

**APPROVED AS TO FORM:**

**Omar Ochoa Law Firm, P.C.**

BY:_____
Omar Ochoa, City Attorney

**MUSEUM OF SOUTH TEXAS HISTORY**

BY:_____
Dr. Francisco Guajardo, PhD

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
CONSENT AGENDA
Agenda Item No: 15.F.

1. **Agenda Item:**
Consider Approving Fiscal Year 2022-2023 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]
**Fire Department**

1. General Fund: FROM Certification Pay; and Worker's Compensation Ins TO Overtime; Seniority Pay; Assignment Pay; Taxes; Retirement; and Disability Insurance, in the Amount of $133,040.00 [Omar Garza, Fire Chief]
2. General Fund: FROM Travel, Training, Meetings; Motor Vehicle Fuel; Building; Machines & Equipment; and Membership Dues, Subscr TO Salaries; Seniority Pay; Assignment Pay; Taxes; Retirement; Group Insurance; Disability Insurance; Communications Service Agmnt; and Motor Vehicles-Supplies, in the Amount of $120,000. [Omar Garza, Fire Chief]

**Human Resources**

1. General Fund: FROM Office Supplies; Motor Vehicle Fuel; and Other Materials TO Professional Services, in the Amount of $6,205. [Belinda Torres, Director of Human Resources and Civil Service]

**Solid Waste Management**

1. Solid Waste Management Fund: FROM Other TO Motor Vehicles- Maintenance, in the Amount of $110,000. [Ramiro Gomez, Director of Solid Waste Management]

**Various**

1. General Fund: FROM Cont/Incentive-Vipers Arena; and Cont/Incentive-EDNG 2040 Reb TO Professional Services; Machines & Equipment; Motor Vehicles; Salaries; Seniority Pay; Taxes; Retirement; Group Insurance; Utilities; Audit, PD-LRGVDC-911 DC-Equipment; PD-LRGVDC-911 DC-Training; Election Expenses; General Insurance; Cnty Appraisal Service; C.M. Ins Claims Settlement; and Contributions Other, in the Amount 940,300. [Ascencion Alonzo, Director of Finance]
2. Utility Fund: FROM Salaries, Worker's Compensation Ins; Taxes; Retirement; and Group Insurance TO Certification Pay; Group Insurance; Building & Structures; Machines & Equipment; Overtime; Audit; Credit Card Merch Charges; Admn Charges; SWSC; Admn Charges NAWS; and Bond Fees, in the Amount of 542,000. [Ascencion Alonzo, Director of Finance]
3. Airport Fund: FROM Salaries; Retirement; and Other Capital Outlay TO Professional Services; Communication Serv Agmnts; Utilities; Rents & Contractuals; Motor Vehicles-Maintenance; Machines & Equipment; Other; Office Supplies; Wearing Apparel; Food; Motor Vehicle Fuel; Chemicals-Medical & Lab; Audit; Credit Card Merch Charges; and General Insurance, in the Amount of $156,800. [Ascencion Alonzo, Director of Finance]
4. Ebony Golf Course Fund: FROM Salaries; and Credit Card Merch Charges TO

Communications, Serv Agmnts; Utilities; Rents & Contractuals; Membership Dues, Subscr; Machines & Equipment; Office Supplies; Tools; and Motor Vehicle Fuel, in the Amount of $9,835. [Ascencion Alonzo, Director of Finance]

**2. Description:**

The Finance Department is presenting the budget transfers requested by City departments to transfer funds necessary to reflect current needs and shift of priorities within the various departments' budget accounts due to increase in prices and unforeseen repairs and expenses.

**3. Staff's Recommendation:**

Approve the Budget Transfers for the Fiscal Year 2022-2023 Budget, as Requested by the Department.

**Reviewed by:**

**Prepared by:**
Ascencion Alonzo
Director of Finance

**Attachments:**

A. Budget Transfers

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

**FUND NAME** General

**DEPARTMENT** Fire

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | Certification Pay | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 4 | | $ 31,140 |
| 2 | Workers Compensation Ins. | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 4 | | $ 101,900 |
| 3 | | | | | - | | | | | - | | | | | | | | |
| 4 | | | | | - | | | | | - | | | | | | | | |
| 5 | | | | | - | | | | | - | | | | | | | | |
| 6 | | | | | - | | | | | - | | | | | | | | |
| 7 | | | | | - | | | | | - | | | | | | | | |
| | | | | | | | | | | | Total | | | | | | | $ 133,040 |

**TRANSFER TO:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | Overtime | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 2 | | $ 22,000 |
| 2 | Seniority Pay | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 3 | | $ 21,000 |
| 3 | Assignment Pay | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 5 | | $ 400 |
| 4 | Taxes | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 0 | | $ 2,600 |
| 5 | Retirement | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 1 | | $ 86,140 |
| 6 | Disability Insurance | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 3 | | $ 900.00 |
| 7 | | | | | - | | | | | - | | | | | | | | |
| | | | | | | | | | | | Total | | | | | | | $ 133,040 |

Transfer of fund required to complete 2022-2023 fiscal year.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

***ROUTE AS NUMBERED***

REQUESTED BY: DATE:

1. 10/5/23

2. 10/11/23

Department Head & Assistant City Manager

**ROUTE TO FINANCE DEPARTMENT**

REVIEWED BY: DATE:

3. 10/10/2023

Director of Finance

**ROUTE TO CITY MANAGER'S OFFICE**

APPROVED BY: DATE:

4. 10/11/23

City Manager

**ROUTE BACK TO FINANCE DEPARTMENT**

**ATTENTION: GABRIEL MORENO**

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

**FUND NAME** General

**DEPARTMENT** Fire Marshal

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | Travel Training Meetings | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 1 | 3 | 2 | 0 | 0 | | $ 60,000 |
| 2 | Motor Vehicle Fuel | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 5 | | $ 17,000 |
| 3 | Building | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 2 | 2 | 3 | 1 | 2 | | $ 6,000 |
| 4 | Machines & Equipment | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 5 | 2 | 3 | 3 | 0 | 2 | | $ 24,000 |
| 5 | Travel Training Meetings | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 1 | 3 | 2 | 0 | 0 | | $ 9,500 |
| 6 | Membership Dues, Subscr | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 1 | 3 | 2 | 1 | 0 | | 3,500 |
| 7 | | | | | - | | | | | - | | | | | | | | |
| | | | | | | | | | | | Total | | | | | | | $ 120,000 |

**TRANSFER TO:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | Salaries | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 1 | 1 | 0 | 0 | | $ 50,000 |
| 2 | Seniority Pay | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 1 | 1 | 0 | 3 | | $ 10,000 |
| 3 | Assignment Pay | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 1 | 1 | 0 | 5 | | $ 3,000 |
| 4 | Taxes | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 2 | 1 | 0 | 0 | | $ 6,000 |
| 5 | Retirement | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 2 | 1 | 0 | 1 | | $ 17,000 |
| 6 | Group Insurance | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 2 | 1 | 0 | 2 | | $ 24,000 |
| 7 | Disability Insurance | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 2 | 1 | 0 | 3 | | $ 500 |
| 8 | Communications Service Agmt. | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 1 | 2 | 2 | 1 | 0 | | $ 6,000.00 |
| 9 | Motor Vehicles - Supplies | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 2 | 2 | 3 | 1 | 6 | | $ 3,500.00 |

| | |
|---|---|
| Total | $ 120,000 |

Transfer of fund required to complete 2022-2023 fiscal year.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

*ROUTE AS NUMBERED*

REQUESTED BY: DATE:

1. MH 10/5/23

2. 10/11/23

Department Head & Assistant City Manager

**ROUTE TO FINANCE DEPARTMENT**

REVIEWED BY: DATE:

3. 10/10/2023

Director of Finance

**ROUTE TO CITY MANAGER'S OFFICE**

APPROVED BY: DATE:

4. 10/10/23

City Manager

**ROUTE BACK TO FINANCE DEPARTMENT**

**ATTENTION: GABRIEL MORENO**

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

**FUND NAME** General Fund

**DEPARTMENT** Human Resources

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | Office Supplies | 1 | 0 | 0 | - | 0 | 6 | 0 | 0 | - | 5 | 2 | 1 | 3 | 0 | 0 | | 200 |
| 2 | Motor Vehicle Fuel | 1 | 0 | 0 | - | 0 | 6 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 5 | | 300 |
| 3 | Other Materials | 1 | 0 | 0 | - | 0 | 6 | 0 | 0 | - | 5 | 2 | 3 | 3 | 9 | 0 | | 5,705 |
| 4 | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | Total | | | | | | | | | $ 6,205 |

**TRANSFER TO:**

| | NT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | Professional Services | 1 | 0 | 0 | - | 0 | 6 | 0 | 0 | - | 5 | 1 | 1 | 2 | 0 | 0 | | 6,205 |
| 2 | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | |
| 4 | | | | | - | | | | | - | | | | | | | | |
| 5 | | | | | - | | | | | - | | | | | | | | |
| 6 | | | | | - | | | | | - | | | | | | | | |
| 7 | | | | | - | | | | | - | | | | | | | | |
| | | | | | | | | | Total | | | | | | | | | $ 6,205 |

EXPLANATION:

Partially fund professional services account for compensation study vendor payment as per contract in the amount of $75,000 (Management Advisory Group)

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**REQUIRE CITY COUNCIL APPROVAL.**

*ROUTE AS NUMBERED*

**REQUESTED BY:** **DATE:**

1. _____ Oct 9, 2023

2. _____ Oct 9, 2023

Department Head & Assistant City Manager

**ANCE DEPARTMENT****

**REVIEWED BY:** **DATE:**

3. _____ 10 / 10 / 2023

Director of Finance

**MANAGER'S OFFICE****

**APPROVED BY:** **DATE:**

4. _____ 10 / 10 / 23

City Manager

****ROUTE BACK TO FINANCE DEPARTMENT****

****ATTENTION: SANDRA DEE AGUIRRE****

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

FUND NAME: SOLID WASTE MANAGEMENT

DEPARTMENT: SOLID WASTE MANAGEMENT

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | OTHER | 2 | 1 | 0 | - | 6 | 5 | 0 | 0 | - | 5 | 1 | 3 | 2 | 9 | 0 | | $ 110,000 |
| 2 | | | | | - | | | | | - | | | | | | | | |
| 3 | | | | | - | | | | | - | | | | | | | | |
| 4 | | | | | - | | | | | - | | | | | | | | |
| 5 | | | | | - | | | | | - | | | | | | | | |
| 6 | | | | | - | | | | | - | | | | | | | | |
| 7 | | | | | - | | | | | - | | | | | | | | |
| | | | | | | | | | Total | | | | | | | | | $ 110,000 |

**TRANSFER TO:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | | |
| 1 | MOTOR VEHICLES - MAINTENANC | 2 | 1 | 0 | - | 6 | 5 | 0 | 0 | - | 5 | 1 | 3 | 3 | 0 | 0 | | $ 110,000 |
| 2 | | | | | | | | | | | | | | | | | | |
| 3 | | | | | - | | | | | - | | | | | | | | |
| 4 | | | | | - | | | | | - | | | | | | | | |
| 5 | | | | | - | | | | | - | | | | | | | | |
| 6 | | | | | - | | | | | - | | | | | | | | |
| 7 | | | | | - | | | | | - | | | | | | | | |
| | | | | | | | | | Total | | | | | | | | | $ 110,000 |

EXPLANATION: The requested transfer is necessary to fund unforeseeable expenditures for repairs on equipment. Not only has the department been faced with the need to outsource mechanical repairs due to its inability to fill in-house mechanic positions given the industry's competitive salaries, but it has also been faced with unexpected price increases for parts and components given the nationwide shortage of these materials. These unprecedented circumstances have driven up the overall cost of parts and repairs and have called for the need to request the allocation of additional resources to these funds to cover these shortages. Surplus funds from account was achieved from cost savings from various budgeted projects.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

***ROUTE AS NUMBERED***

REQUESTED BY: DATE:

1. 9/28/23
2. 9/28/23

Department Head & Assistant City Manager

**ROUTE TO FINANCE DEPARTMENT**

REVIEWED BY: DATE:

3. 10/04/2023

Director of Finance

**ROUTE TO CITY MANAGER'S OFFICE**

APPROVED BY: DATE:

4. 10/10/23

City Manager

**ROUTE BACK TO FINANCE DEPARTMENT**

**ATTENTION: GABRIEL MORENO**

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

**FUND NAME** General

**DEPARTMENT** VARIOUS

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | CONT/INCENTIVE-VIPERS ARENA | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 1 | 4 | 0 | 1 | 1 | $ 542,000 |
| 2 | CONT/INCENTIVE-EDNG 2040 REB | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 1 | 4 | 0 | 2 | 8 | 398,300 |
| | | | | | | | | | | | Total | | | | | | $ 940,300 |

**TRANSFER TO:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | PROFESSIONAL SERVICES | 1 | 0 | 0 | - | 0 | 6 | 0 | 0 | - | 5 | 1 | 1 | 2 | 0 | 0 | $ 57,000 |
| 2 | MACHINES & EQUIPMENT | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 6 | 0 | 5 | 5 | 0 | 0 | 110,550 |
| 3 | MOTOR VEHICLES | 1 | 0 | 0 | - | 2 | 5 | 0 | 0 | - | 6 | 0 | 6 | 5 | 0 | 0 | 59,950 |
| 4 | SALARIES | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 1 | 1 | 0 | 0 | 65,000 |
| 5 | SENIORITY PAY | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 1 | 1 | 0 | 3 | 15,000 |
| 6 | TAXES | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 2 | 1 | 0 | 0 | 10,000 |
| 7 | RETIREMENT | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 2 | 1 | 0 | 1 | 25,000 |
| 8 | GROUP INSURANCE | 1 | 0 | 0 | - | 2 | 5 | 0 | 1 | - | 5 | 0 | 2 | 1 | 0 | 2 | 27,000 |
| 9 | UTILITIES | 1 | 0 | 0 | - | 3 | 0 | 0 | 1 | - | 5 | 1 | 2 | 2 | 2 | 0 | 225,000 |
| 10 | AUDIT | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 1 | 1 | 2 | 0 | 2 | 12,000 |
| 11 | PD-LRGVDC-911 DC-EQUIPMENT | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 2 | 2 | 2 | 0 | 3 | 2,600 |
| 12 | PD-LRGVDC-911 DC-TRAINING | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 2 | 2 | 5 | 0 | 2 | 12,000 |
| 13 | ELECTION EXPENSES | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 5 | 1 | 4 | 0 | 0 | 21,200 |
| 14 | GENERAL INSURANCE | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 5 | 1 | 4 | 0 | 2 | 136,000 |
| 15 | CNTY APPRAISAL SERVICE | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 5 | 1 | 4 | 0 | 4 | 22,000 |
| 16 | C.M. INS. CLAIMS SETTLEMENT | 1 | 0 | 0 | | 9 | 5 | 0 | 0 | | 5 | 5 | 1 | 4 | 2 | 3 | 129,000 |
| 17 | CONTRIBUTIONS OTHER | 1 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 5 | 2 | 2 | 0 | 7 | 11,000 |
| | | | | | | | | | | | Total | | | | | | $ 940,300 |

EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2022-2023.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

*ROUTE AS NUMBERED*

REQUESTED BY: DATE:

1. 10/10/2023

2. ___/___/___

Department Head & Assistant City Manager

**ROUTE TO FINANCE DEPARTMENT**

REVIEWED BY: DATE:

3. 10/10/2023

Director of Finance

**ROUTE TO CITY MANAGER'S OFFICE**

APPROVED BY: DATE:

4. 10/10/23

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

**ATTENTION: SANDRA DEE AGUIRRE**

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___ *Initials*

DATE ENTERED TO INCODE: ___/___/___ ___ *Initials*

Form Updated 4/19/2023

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

**FUND NAME** Utility

**DEPARTMENT** VARIOUS

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | SALARIES | 2 | 0 | 0 | - | 6 | 1 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 0 | $ 50,000 |
| 2 | WORKERS COMPENSATION INS | 2 | 0 | 0 | - | 6 | 1 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 4 | $ 20,000 |
| 3 | SALARIES | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 0 | $ 282,000 |
| 4 | TAXES | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 0 | $ 15,000 |
| 5 | RETIREMENT | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 1 | $ 25,000 |
| 6 | GROUP INSURANCE | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 2 | $ 25,000 |
| 7 | WORKERS COMPENSATION INS | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 4 | 25,000 |
| 8 | SALARIES | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 0 | 100,000 |
| | | | | | | | | | | | Total | | | | | | $ 542,000 |

**TRANSFER TO:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | CERTIFICATION PAY | 2 | 0 | 0 | - | 6 | 1 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 4 | $ 35,000 |
| 2 | GROUP INSURANCE | 2 | 0 | 0 | - | 6 | 1 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 2 | 29,000 |
| 3 | CERTIFICATION PAY | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 4 | 50,000 |
| 4 | BUILDING & STRUCTURES | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 6 | 0 | 3 | 5 | 0 | 0 | 24,000 |
| 5 | MACHINES & EQUIPMENT | 2 | 0 | 0 | - | 6 | 2 | 0 | 0 | - | 6 | 0 | 5 | 5 | 0 | 0 | 60,000 |
| 6 | OVERTIME | 2 | 0 | 0 | - | 6 | 3 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 2 | 12,000 |
| 7 | CERTIFICATION PAY | 2 | 0 | 0 | - | 6 | 3 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 4 | 32,000 |
| 8 | GROUP INSURANCE | 2 | 0 | 0 | - | 6 | 3 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 2 | 24,000 |
| 9 | AUDIT | 2 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 1 | 1 | 2 | 0 | 2 | 10,000 |
| 10 | CREDIT CARD MERCH CHARGES | 2 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 1 | 3 | 2 | 3 | 0 | 35,000 |
| 11 | ADMN CHARGES SWSC | 2 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 5 | 1 | 4 | 0 | 8 | 2,000 |
| 12 | ADMN CHARGES NAWS | 2 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 5 | 1 | 4 | 0 | 9 | 19,000 |
| 13 | BOND FEES | 2 | 0 | 0 | - | 9 | 5 | 0 | 0 | - | 7 | 0 | 3 | 1 | 0 | 0 | 210,000 |
| | | | | | | | | | | | Total | | | | | | $ 542,000 |

EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2022-2023.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

***ROUTE AS NUMBERED***

REQUESTED BY: DATE:

1. Asuncion Olgo 10/10/2023

2. ____ ___/___/___

Department Head & Assistant City Manager

**ROUTE TO FINANCE DEPARTMENT**

APPROVED BY: DATE:

4. 10/10/23

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

**ATTENTION: SANDRA DEE AGUIRRE**

REVIEWED BY: DATE:

3. Asuncion Olgo 10/10/2023

Director of Finance

**ROUTE TO CITY MANAGER'S OFFICE**

*For Finance Dept Use Only*

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___ *Initials*

DATE ENTERED TO INCODE: ___/___/___ ___ *Initials*

Form Updated 4/19/2023

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

**FUND NAME** Airport

**DEPARTMENT** VARIOUS

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | SALARIES | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 0 | $ 50,000 |
| 2 | RETIREMENT | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 0 | 2 | 1 | 0 | 1 | 4,300 |
| 3 | OTHER CAPITAL OUTLAY | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 6 | 0 | 5 | 5 | 9 | 0 | 102,500 |
| | | | | | | | | | | | Total | | | | | | $ 156,800 |

**TRANSFER TO:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | PROFESSIONAL SERVICES | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 1 | 2 | 0 | 0 | $ 26,200 |
| 2 | COMMUNICATIONS SERV AGMNTS | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 2 | 2 | 1 | 0 | 16,500 |
| 3 | UTILITIES | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 2 | 2 | 2 | 0 | 4,700 |
| 4 | RENTS & CONTRACTUALS | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 2 | 2 | 4 | 0 | 34,700 |
| 5 | MOTOR VEHICLES-MAINTENANCE | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 3 | 3 | 0 | 0 | 4,100 |
| 6 | MACHINES & EQUIPMENT | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 3 | 3 | 0 | 2 | 8,000 |
| 7 | OTHER | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 3 | 3 | 0 | 9 | 33,800 |
| 8 | OFFICE SUPPLIES | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 2 | 1 | 3 | 0 | 0 | 1,100 |
| 9 | WEARING APPAREL | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 0 | 350 |
| 10 | FOOD | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 4 | 1,700 |
| 11 | MOTOR VEHICLE FUEL | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 5 | 6,700 |
| 12 | CHEMICALS-MEDICAL & LAB | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 7 | 1,250 |
| 13 | AUDIT | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 1 | 2 | 0 | 2 | 500 |
| 14 | CREDIT CARD MERCH CHARGES | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 1 | 3 | 2 | 3 | 0 | 10,200 |
| 15 | GENERAL INSURANCE | 2 | 2 | 0 | - | 7 | 0 | 0 | 0 | - | 5 | 5 | 1 | 4 | 0 | 2 | 7,000 |
| | | | | | | | | | | | Total | | | | | | $ 156,800 |

EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2022-2023.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

***ROUTE AS NUMBERED***

REQUESTED BY: DATE:

1. [signature] 10/10/2023

2. ____ ___/___/___

Department Head & Assistant City Manager

**ROUTE TO FINANCE DEPARTMENT**

REVIEWED BY: DATE:

3. [signature] 10/10/2023

Director of Finance

**ROUTE TO CITY MANAGER'S OFFICE**

APPROVED BY: DATE:

4. [signature] 10/10/23

City Manager

'ROUTE BACK TO FINANCE DEPARTMENT

**ATTENTION: SANDRA DEL AGUIRRE**

***For Finance Dept Use Only***

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___ *Initials*

DATE ENTERED TO INCODE: ___/___/___ ___ *Initials*

Form Updated 4/19/2023

# CITY OF EDINBURG
## BUDGET TRANSFER REQUEST FORM

**FUND NAME** Ebony Golf Course

**DEPARTMENT** VARIOUS

**TRANSFER FROM:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | SALARIES | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 0 | 1 | 1 | 0 | 0 | $ 6,835 |
| 2 | CREDIT CARD MERCH CHARGES | 2 | 3 | 0 | - | 9 | 5 | 0 | 0 | - | 5 | 1 | 3 | 2 | 3 | 0 | 3,000 |
| | | | | | | | | | | | Total | | | | | | $ 9,835 |

**TRANSFER TO:**

| | ACCOUNT NAME | ACCOUNT NUMBER | | | | | | | | | | | | | | | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Fund | | | - | Dept | | | | - | *Category | | | | | | |
| 1 | COMMUNICATIONS SERV AGMNTS | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 1 | 2 | 2 | 1 | 0 | $ 500 |
| 2 | UTILITIES | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 1 | 2 | 2 | 2 | 0 | 2,300 |
| 3 | RENTS & CONTRACTUALS | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 1 | 2 | 2 | 4 | 0 | 1,500 |
| 4 | MEMBERSHIP DUES, SUBSCR | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 1 | 3 | 2 | 1 | 0 | 150 |
| 5 | MACHINES & EQUIPMENT | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 1 | 3 | 3 | 0 | 2 | 375 |
| 6 | OFFICE SUPPLIES | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 2 | 1 | 3 | 0 | 0 | 160 |
| 7 | TOOLS | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 1 | 1,550 |
| 8 | MOTOR VEHICLE FUEL | 2 | 3 | 0 | - | 7 | 1 | 0 | 0 | - | 5 | 2 | 2 | 3 | 0 | 5 | 3,300 |
| | | | | | | | | | | | Total | | | | | | $ 9,835 |

EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2022-2023.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

**ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.**

***ROUTE AS NUMBERED***

REQUESTED BY: DATE:

1. Cecenia Alaniz 10/10/2023

2. ____ ___/___/___

Department Head & Assistant City Manager

**ROUTE TO FINANCE DEPARTMENT**

REVIEWED BY: DATE:

3. Cecenia Alaniz 10/10/2023

Director of Finance

**ROUTE TO CITY MANAGER'S OFFICE**

APPROVED BY: DATE:

4. ____ 10/10/23

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

**ATTENTION: SANDRA DEE AGUIRRE**

***For Finance Dept Use Only***

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___ *Initials*

DATE ENTERED TO INCODE: ___/___/___ ___ *Initials*

Form Updated 4/19/2023

**CITY OF EDINBURG - CITY COUNCIL**
Meeting Date: October 13, 2023
EXECUTIVE SESSION
Agenda Item No: 16.G.

1. **Agenda Item:**
   Consultation with City Attorney Regarding Use Permit Ordinance. (§551.071. Consultation with Attorney; Closed Meeting).

2. **Description:**

3. **Staff's Recommendation:**

**Reviewed by:** **Prepared by:**

**Attachments:**
None