CITY COMMISSION
AGENDA
SPECIAL MEETING
JULY 09, 2020
@ 1:30 P.M.
VIA VIDEOCONFERENCE
HARLINGEN, TEXAS

Notice is hereby given that the City Commission of the City of Harlingen, Texas will hold a Regular Meeting on Thursday, July 09, 2020 at 1:30 P.M. via videoconference, while providing the public the ability to view the meeting via internet live streaming at www.myharlingen.us and the City of Harlingen Facebook Page.

In accordance with the order of the Office of the Governor issued March 16, 2020, the City of Harlingen, Texas will conduct the meeting via videoconference and provide viewing for the public using live stream in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). To view the City Commission meeting live, go to www.myharlingen.us and click on “CITY COMMISSION LIVE.”

The public will be permitted to offer citizen communication or participate in items listed as public hearings telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. Written comments may also be submitted for City staff to read aloud during the meeting.

To offer citizen communication or participate in scheduled public hearings telephonically, go to www.myharlingen.us and click on “PUBLIC HEARING AND CITIZEN COMMUNICATION FORM.” Fill out the form and indicate the item you wish to address, and submit the form.

Please indicate (1) the agenda item on which you wish to speak, (2) whether you prefer to speak on the item during citizen communication or at the time the agenda item is brought for consideration before the City Commission, and (3) a working telephone number at which you may be reached to submit your comments. The City will then call you when the item you wish to address is being considered. You will then address the City Commission through speakerphone, and your call will be made audible to the City Commission and to the public through the live stream. Please submit this request before 11 a.m. on the day of the meeting.

To submit written comments for City staff to read aloud during the meeting, go to www.myharlingen.us and click on “PUBLIC HEARING AND CITIZEN COMMUNICATION FORM” write your comments (limited to 400 words or less) and submit the form.

Please submit written comments before 11 a.m. the day of the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Texas Open Meetings Act.

City of Harlingen meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary’s Office at (956) 216-5001 or write Post Office Box 2207, Harlingen, Texas 78550 at least 48 hours in advance of the meeting.
The Harlingen City Commission reserves the right, pursuant to the Texas Government Code Chapter 551, Subchapter D, to enter into closed executive session on any item posted on the agenda if a matter is raised that is appropriate for closed discussion.

Call Meeting to Order

Citizen’s Communication/Input

1. Consideration and possible action to authorize the City Manager to enter into an agreement with the University of Texas Rio Grande Valley (UTRGV) to perform COVID-19 testing. Attachment (Health)

2) Consideration and possible action to cancel the City’s Public Auction scheduled for Saturday, July 25, 2020 due to the current health crisis rising from COVID-19. Attachment (Finance Dept.)

3) Consideration and possible action to establish a COVID-19 Financial Hardship Assistance Program for Harlingen residents to provide financial assistance for utility payments including water/sewer, gas and electricity and to provide financial assistance for rental or mortgage payments. Attachment (Gabriel Gonzalez, Asst. City Attorney)

4) Consideration and possible action to approve Public Services Contract with Loaves and Fishes to administer a portion of the CARES Act COVID Relief Funds for the City to provide assistance to Harlingen residents with utility, rent or mortgage payments for those who have experienced financial hardship resulting directly from the temporary or permanent loss of employment income from the Coronavirus Pandemic. Attachment (Gabriel Gonzalez, Asst. City Attorney)

5) Discussion and possible action in reference to STEC activation of additional resources; mutual aid level and EMTF-11 level. (Commissioner Puente & Commissioner Uribe)

6) Discussion and possible action on COVID-19 testing and Interlocal Agreement with the City of Brownsville. (Commissioner Puente & Commissioner Uribe)

Adjournment

I, the undersigned authority, do hereby certify that the above Notice of the Regular Meeting of the Harlingen City Commission is a true and correct copy of said notice posted on the bulletin board at City Hall of said City of Harlingen, Texas in a place convenient and readily accessible to the general public at all times and on the Corporation’s Internet Website and said Notice was posted on Monday, July 6th, 2020, at or before 10:30 a.m. and remained so posted for at least 72 hours preceding the time of said meeting.

Dated this 6th day of July, 2020

Amanda C. Elizondo, City Secretary
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: July 09, 2020

Agenda Item:

Consideration and possible action to authorize the City Manager to enter into an agreement with the University of Texas Rio Grande Valley (UTRGV) to perform COVID-19 testing.

Prepared By: Josh Ramirez, MPA, CPM
Title: Environmental Health Director

Signature: [Signature]

Brief Summary:
As a result of the COVID-19 pandemic, and in the interest of public health, the City of Harlingen Texas, and the University of Texas Rio Grande Valley (UTRGV), wish to establish Laboratory Services Agreement related to COVID-19 TESTING. Agreement allows UTRGV to provide clinical and anatomical testing services with results usually within 24 hours. City of Harlingen will pay UTRGV $110.00 per test related to COVID-19 Real Time-Polymerase Chain Reaction (RT-PCR), and $75.00 for SARS-CoV-2 IgG with blood draw.

Funding (If applicable):
Are funds specifically designated in the current budget for the full amount [ ] Yes [ ] No *
for this purpose?

Finance Director's approval: [ ] Yes [ ] No [ ] N/A

Staff Recommendation:
Staff recommends approval of the agreement with STEC.

City Manager's approval: [ ] Yes [ ] No [ ] N/A

Comments: [Signature]

City Attorney's approval: [ ] Yes [ ] No [ ] N/A
LAB SERVICES AGREEMENT

This Lab Services Agreement (the “Agreement”) is made as of July 07, 2020 (“Effective Date”) between The University of Texas Rio Grande Valley, an agency of the state of Texas and institution of higher education, for and on behalf of UT Health RGV Clinical Diagnostic Laboratory (“UTRGV”) and the City of Harlingen (“Client”).

WITNESSETH:

WHEREAS, Client needs laboratory testing for Covid-19 and desires to enter into an agreement with UTRGV to provide laboratory testing (the “Services”) for Client’s employees and/or patients; and

WHEREAS, UTRGV operates and maintains a properly equipped and staffed laboratory with the appropriate and current CLIA certification necessary to provide laboratory testing services for Client; and

WHEREAS, Client desires to utilize the laboratory services offered by UTRGV for Covid-19 testing, and UTRGV is willing to provide such services, per the terms and conditions set forth in this Agreement.

NOW, THEREFORE the parties hereto agree as follows:

1. OBLIGATIONS OF UTRGV
UTRGV will perform the following as part of its Services to Client under this Agreement:

   a. Provide laboratory testing services offered by UTRGV’s CLIA-certified lab as specified in the attached Exhibit A, Tests and Service Fees.

   b. Provide only necessary supplies to Client or Client’s designated agent for the sole purpose of storing, obtaining and transporting specimens to be tested by UTRGV, including swabs, test kits, and lab bags to be used by Client or Client’s agent to obtain and send specimens.

   c. Provide daily pick-up service during business hours at an agreed upon time and location to collect specimens.

   d. Provide Client with hard-copy laboratory requisition forms.

   e. Use best efforts to process all specimens within 2 business days of receipt by UTRGV.

   f. Report test results to Client via fax, email or through an EMR, if available, the same day results become available. If Client’s EMR is used for such communication, UTRGV agrees to ensure that Client’s policies and procedures are followed with regard to access to and use of the EMR system and shall promptly report to the Client any privacy or security incidents.

   g. Use customary billing practices to bill Client for all tests performed for Client’s employees and/or patients.

   h. Provide Client the name and contact information of UTRGV employee who will be the contact person for any customer service or laboratory service related issues.

   i. Continue and maintain certifications and qualifications as required by both federal and state law to provide such laboratory services to Client patients and/or employees, including all CLIA rules and regulations.

   j. Represent, warrant and covenant that during the term of the Agreement, UTRGV, and each of its employees, contractors and/or agents providing services hereunder have not been: (i) convicted of a criminal offense that falls within the ambit of 42 USC § 1320a-7(a) (i.e., any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), or (ii) excluded, debarred,
suspended or otherwise ineligible to participate in the federal or state health care programs or in federal procurement or non-procurement programs. In the event that UTRGV or any of its employees, contractors and/or agents are subject to the actions set forth above, Client may terminate this Agreement immediately.

2. **OBLIGATIONS OF CLIENT**

Client is responsible for the following under this Agreement:

a. Shall specify the laboratory test to be performed by UTRGV hereunder on a laboratory requisition form provided by UTRGV and shall include ordering provider and patient demographic sheet.

b. Shall provide specimen in identified container labeled with patient name and date of birth, as specified for ordered laboratory test, placed in specimen bag with demographic sheet and UTRGV laboratory requisition.

c. Should a specimen be received in the UTRGV laboratory in a broken container, spilled specimen, or nonsufficient sample, Client will obtain repeat specimen for laboratory testing as ordered.

d. Shall make payment directly to UTRGV for Services provided hereunder and bill third party or patient for Services.

e. Provide UTRGV with the name and contact information of Client employee who will be the contact person for test results and addressing contract related issues.

f. Provide UTRGV with a fax number for providing test results.

g. Shall not make any referrals or any payments under this Agreement that are prohibited by law.

3. **FEES AND BILLING**

   (3.0) **Client Billing.** UTRGV will bill Client directly for all testing performed based on information provided by Client at the agreed upon fee listed in Exhibit A attached hereto (the “Service Fees”).

   This pricing is agreed upon and may not be changed except by written agreement by both parties. Client shall make payment to UTRGV within fifteen (15) days of receipt of UTRGV’s written invoice. A 5% late fee will be applied after 30 days.

   (3.1) **Assignment of Right to Bill.** If applicable, UTRGV expressly agrees that UTRGV shall waive any and all claims, and shall assign Client the sole right, to bill for and collect from any third party payors, public or private, including without limitation the Medicare and Medicaid programs, any and all amounts payable under the applicable payor’s program for the Services performed by UTRGV under this Agreement. UTRGV acknowledges that Client’s payments to UTRGV under Section 3 constitute UTRGV’s sole and total consideration from Client and UTRGV shall not bill any payor or patient for the Services provided under this Agreement. With UTRGV’s input and advice, Client or its designee will bill and collect for UTRGV’s Services in accordance with all applicable state and federal laws and regulations. UTRGV agrees to execute other necessary documents evidencing this fee reassignment in order to allow Client or its designee to bill and collect for UTRGV Services provided hereunder.

4. **(OMMITTED)**
5. **TERM AND TERMINATION**

(5.0) **Term.** The initial term of this Agreement shall commence on the Effective Date and end on the one (1) year anniversary of the Effective Date, unless sooner terminated in accordance with the terms hereof. Thereafter, this Agreement shall renew upon signed and written agreement by both Parties at least thirty (30) days prior to the one (1) year anniversary of the Effective Date, and is subject to renewal for up to four (4) renewal terms.

(5.1) **Termination With or Without Cause.** Either party may terminate this Agreement upon no less than sixty (60) days advance written notice.

(5.2) **Termination for Just Cause.** Either party may terminate this Agreement immediately at any time for “just cause”. The parties expressly agree that a party will have “just cause” for termination as aforesaid upon the happening of any of the following occurrences or acts:

(a) Either Party ceases to function as a going concern or conduct its operations in the normal course of business;

(b) Either Party is prevented from substantially performing its obligations under this Agreement by any applicable law enacted or by any applicable order, rule, regulation, decree or ordinance promulgated by any appropriate governmental authority; or

(c) Either Party materially breaches this Agreement and such breach is not cured by the breaching party to the reasonable satisfaction of the non-breaching party within fifteen (15) days from the date the breaching party is provided notice by the non-breaching party of the breach.

(5.3) **Effect of Termination.** Upon expiration or termination of this Agreement, neither party shall have any further obligations hereunder, except for (i) obligations incurred prior to the date of expiration or termination, and (ii) other obligation set forth in this Agreement that specifically survive the expiration and/or earlier termination hereof.

6. **INSURANCE**

(6.0) **Tort Claims Act.** Client acknowledges that because UTRGV is an agency of the State of Texas, liability for the tortious conduct of agents and employees of UTRGV (other than medical liability of its physicians) is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108). UTRGV acknowledges that Client is a home-rule municipality in the State of Texas and that liability is limited in accordance with the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapter 101 et. seq.).

7. **MISCELLANEOUS**

(7.0) **Parties Relationship.** UTRGV at all times will act as an independent contractor and not as a partner or agent of the other party. Neither Client nor UTRGV will act or hold itself out to third parties as a partner, employee, joint venture, or agent of the other party in the provisions of services under this Agreement.

(7.1) **CMS Physician Signature Rule.** In the event that CMS passes a ruling that all toxicology requisitions require a Physician’s signature in order for tests to be performed by the lab and Medicare reimbursements claimed for such testing, it will become the responsibility of Client to comply with said ruling, as dictated by CMS, and provide all necessary signatures on requisitions to UTRGV in a
manner such that UTRGV is able to perform testing and claim Medicare reimbursements in compliance with CMS rules and regulations.

(7.2) **No Waiver.** No waiver of a breach of any provisions of this Agreement will be construed to be a waiver of this Agreement, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.

(7.3) **Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by Client and UTRGV.

(7.4) **Access to Books and Records.** Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, each party will make available to the other party those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If UTRGV, subject to the consent of Client, carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a 12-month period with a related individual or organization, UTRGV agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C.A Sec. 1395x (v) (1) and regulations promulgated hereunder. No attorney-client, account-client, or other legal privilege will be deemed to have been waived by UTRGV or Client by virtue of this Agreement.

(7.5) **Fraud and Abuse and Stark Law.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including Medicare and Medicaid Anti-Fraud and Abuse Laws and federal prohibition on physician self-referrals (commonly referred to as the Physician Self-Referral or “Stark Law”). Neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a knowing violation of Medicare and Medicaid Anti-Fraud and Abuse Laws or the Stark Law.

(7.6) **Notices.** Any notices permitted or required by this Agreement shall be sufficiently given in personally delivered or sent by registered or certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to UTRGV: The University of Texas Rio Grande Valley 1201 W University Dr. Edinburg, TX 78539 Attn: EVP, Health Affairs

If to Client: City of Harlingen 118 E. Tyler Ave. Harlingen, Texas 78550 Attn: Dan Serna, City Manager Email: dserna@myharlingen.us

(7.7) **Duty To Cooperate.** Each party agrees to cooperate with the other fully in formulating and implementing goals and objectives which are in the reasonable best interests of Client and its patient.
(7.8) **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

(7.9) **Headings.** The headings used herein are for convenience only and do not limit the contents of this Agreement.

(7.10) **Variation of Pronouns.** All pronouns and all variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entity may require.

(7.11) **Governing Law and Venue.** The interpretation and enforcement of this Agreement will be governed by the laws of the State of Texas, without regard to any conflicts of law provisions contained therein.

(7.12) **Assignability.** The rights and obligations of UTRGV hereunder will inure to the benefit of and be binding upon the successors and assigns of UTRGV.

(7.13) **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and contemplation of this Agreement and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforesaid causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

(7.14) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

(7.15) **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UTRGV and Client to attempt to resolve any claim for breach of contract made by Client that cannot be resolved in the ordinary course of business. The chief business officer of UTRGV will examine Client's claim and any counterclaim and negotiate with Client in an effort to resolve such claims. The Parties specifically agree that (i) neither the execution of the Agreement by UTRGV nor any other conduct, action or inaction of any representative of UTRGV relating to the Agreement constitutes or is intended to constitute a waiver of UTRGV's or the state's sovereign immunity to suit; and (ii) UTRGV has not waived its right to seek redress in the courts.

(7.16) **Public Information Act.** Each Party recognizes that the other Party is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

(7.17) **Authorization for Agreement.** The execution and performance of this Agreement by Client and UTRGV have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of Client and UTRGV in accordance with its terms.
8. **HIPAA REQUIREMENTS.**

Both parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, as amended from time to time ("HIPAA"), and the requirements of any regulations promulgated there under including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). Both parties acknowledge that each party constitutes a "covered entity," as that term is defined at 45 CFR §164.103, and both parties are engaged in "covered functions," as that term is defined at 45 CFR § 164.501. Both parties agree not to use or further disclose any "protected health information," as defined at 45 CFR §164.504, or "individually identifiable health information," as defined at 42 U.S.C. §1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by the provisions of this Agreement and the requirements of HIPAA and the regulations promulgated pursuant to HIPAA, including without limitation the Federal Privacy Regulations and the Federal Security Regulations. Both parties shall implement appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for by this Agreement. Either party shall promptly report to the other party any use or disclosure of protected health information not in accordance with this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which that party becomes aware. In the event either party, with the prior approval of the other party in writing, contracts with any other parties or agents to whom the party furnishes protected health information received from the party, that party shall include provisions in such agreements whereby that party and the other party or agent agree to the same restrictions and conditions that apply to that party with respect to such protected health information. Either party shall return to the other party or properly dispose of any protected health information in accordance with federal and state law and regulations after the expiration or termination of this Agreement. Either party shall make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by either party by virtue of this paragraph. Any breach of this paragraph shall constitute a material breach upon which termination of this Agreement may be based.

(Signature page follows.)
IN WITNESS WHEREOF, this Agreement is executed by the parties or their duly authorized representatives as of date specified above.

The University of Texas Rio Grande Valley (UTRGV):

By: ________________________________
Print: John H. Krouse, MD, PhD, MBA
Dean, School of Medicine
Executive Vice President, Health Affairs
Date: ______________________________

Client:

City of Harlingen

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
# Exhibit A

## Service Fees

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVID-19 by Real Time-Polymerase Chain Reaction (RT-PCR)</td>
<td>$110/test (includes swabs and test kits)</td>
</tr>
<tr>
<td>SARS-CoV-2 IgG:</td>
<td></td>
</tr>
<tr>
<td>• with blood draw</td>
<td>$75/test</td>
</tr>
</tbody>
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AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: July 9, 2020

Agenda Item:
Consider and take action to cancel the City's Public Auction scheduled for Saturday, July 25, 2020 due to the current health crisis arising from COVID-19.

Prepared By (Print Name): Robert Rodriguez
Title: Finance Director
Signature:

Brief Summary:
Due to the current health crisis of rising Covid-19 cases and out of concern for public safety, staff recommends cancellation of the public auction. Staff will explore other options such as GovDeals.com for the sale of unsalvageable surplus materials, vehicles and heavy equipment.

Funding (If applicable):
Are funds specifically designated in the current budget for the full amount ☐ Yes ☐ No*
for this purpose?
*If no, specify source of funding and amount requested:

Finance Director's approval: ☒ Yes ☐ No ☐ N/A

Staff Recommendation:
Staff recommends approval of the sale of surplus personal property by Public Auction.

City Manager's approval:
☐ Yes ☐ No ☐ N/A
Comments:

City Attorney's approval:
☐ Yes ☐ No ☐ N/A
**AGENDA ITEM**
**EXECUTIVE SUMMARY**

**Meeting Date:** July 9, 2020

**Agenda Item:**
Consider and possible action to establish a COVID-19 Financial Hardship Assistance Program for Harlingen residents to provide financial assistance for utility payments including water/sewer, gas and electricity and to provide financial assistance for rental or mortgage payments.

<table>
<thead>
<tr>
<th>Prepared By (Print Name):</th>
<th>Gabriel Gonzalez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Assistant City Manager, Internal Services</td>
</tr>
<tr>
<td><strong>Signature:</strong></td>
<td>Gabriel Gonzalez</td>
</tr>
</tbody>
</table>

**Brief Summary:**
The City wishes to create a program that will assist Harlingen residents who have experienced financial hardship resulting directly from the temporary or permanent loss of employment income from the Coronavirus Pandemic. The program will be funded from the CARES Act COVID Relief Funds. Financial assistance will be provided for utility payments including water/sewer bills, gas and electric bills. Up to three months of assistance will be provided to Harlingen residents. Assistance will be available for all three types of services to any resident that qualifies.

Assistance will also be provided for rental assistance or mortgage assistance for eligible Harlingen residents for a period not to exceed three months up to $1,500 per month.

Loaves and Fishes has expressed an interest in administering the program for the City.

**Funding (If applicable):**
Are funds specifically designated in the current budget for the full amount

- Yes
- No*

*If no, specify source of funding and amount requested:

N/A

Finance Director's approval:

- Yes
- No
- N/A

**Staff Recommendation:**

For Street Closures ONLY, Fire Chief's approval:

- Yes
- No
- N/A

City Manager's approval:

- Yes
- No
- N/A

Comments:

n/a (not applicable)

City Attorney's approval:

- Yes
- No
- N/A
Coronavirus Relief Fund Program

COVID-19 Financial Hardship Application
For Assistance Forms
**Guidelines:** The City of Harlingen has made funds available to assist Harlingen residents who are experiencing a financial hardship due to temporary or permanent loss of employment income due to the effects of the COVID-19 Pandemic. Business accounts are not eligible for assistance.

Assistance payments will be made directly to the utility companies, landlords/property manager or mortgage companies.

**Utility Accounts:** Any residential utility account which includes water and sewer, gas or propane service accounts, and electric accounts are eligible for assistance. Residents may qualify for up to three months of assistance for over-due accounts from March 1, 2020 through December 30, 2020. Overdue amounts prior to March 1 are not eligible for assistance. Assistance may be received for all three types of utility services.

**Rent or Mortgage Assistance:** Residents may qualify for rental or mortgage assistance for periods from March 1, 2020 through December 30, 2020. Overdue amounts prior to March 1 are not eligible for assistance. Assistance may be received up to $1,500 per month for either rental assistance or mortgage assistance. Residents that have received forbearance from their lender are not eligible to apply.

**Forms Required:** The following forms and affidavits including requested information must be completed before any resident will be considered for the program: Conflict of Interest Affidavit; Duplication of Benefit Affidavit; COVID – 19 Financial Hardship Application for Assistance Form.
The Coronavirus Aid, Relief and Economic Security Act (CARES Act) signed into Public Law (116-13) on March 27, 2020, has made available the use of limited funding to Harlingen residents who are experiencing a financial hardship as a result of the Coronavirus. The City of Harlingen will make available limited, temporary assistance to residents of Harlingen who have demonstrated financial hardship due to temporarily or permanent loss of employment income due to effects of the COVID-19 pandemic. The City is not obligated to fund a submitted application. All funding considerations are subject to availability of funding and program regulatory and statutory guidance from Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). ONE application per household will be accepted, assistance will be limited to a maximum of 3 months. Eligibility of overdue amounts are from March 1, 2020 through December 30, 2020; assistance is not available for overdue amounts prior to March 1, 2020.

All assistance will be on a first come, first serve bases.

Financial Assistance for utilities may be paid on behalf of qualified households for:

| City of Harlingen Water/Sewer Service | Electric Service | Gas/Propane Service (not for BBQ grills) |

Financial Assistance for rent up to $1,500 per month for up to 3 months may be paid on behalf of qualified households for rent for households who are:

- Not in violation of their current lease/rental agreement (e.g. occupancy, pets) and;
- Do not owe back rent to the landlord/property manager prior to March 1, 2020.

RENTAL ASSISTANCE MAY NOT BE PROVIDED TO HOUSEHOLDS CURRENTLY RECEIVING A FEDERAL HOUSING SUBSIDY OR LIVING IN FEDERALLY SUBSIDIZED HOUSING UNIT/COMPLEX OR ANY HOUSING THAT HAS A FEDERALLY INSURED MORTGAGE.

This includes Assisted Housing Programs Administered by the U.S. Department of Housing and Urban Development (HUD), Office of Multifamily Housing Programs, Public Housing, Section 8 - Housing Choice Voucher Program, Multifamily Housing Properties Insured by the Federal Housing Administration (FHA), Multifamily Rental Units Receiving Project Based Rental Assistance, Rental Assistance Demonstration (RAD) Program, Single-Family Housing Mortgage insured by the Federal Housing Administration (FHA).

Tenants requesting Rental Assistance must agree to execute a Notice of Assistance which includes requirements of acceptance by signature of the Landlord/Property Manager in control of the rental unit.

Financial assistance for mortgage payments may be paid up to $1,500 per month for up to 3 months on behalf of qualified households for owner occupied homes.

Homeowner must provide notification from Lender that the owner does not qualify for a mortgage forbearance or suspension of mortgage payment;

Mortgage Statement showing the amount of Principal and Interest;

Grant permission to run a Credit Report to verify that they were in good standing with payments on mortgage (regardless of other payments)
INSTRUCTIONS - COVID-19 Financial Hardship Application for Assistance

Complete the following application forms and each section as it applies to you/your family/household needs related to this request for Utility and/or Rental/Mortgage Assistance.

PLEASE WRITE YOUR ANSWERS CLEARLY! DOUBLE CHECK & CONFIRM YOUR WRITTEN RESPONSES!

Once you have completed the application forms, attach a copy of the following documents to the application:

- Copy of Texas Driver's License or State Identification Card or Other State or Federally issued Identification for all household members over age 18;
- Copy of Proof of citizenship or legal residency is required for all household members (Birth certificate, U.S. Passport, Certificate of Naturalization, or permanent resident card);
- Copy of the last 2 pay stubs (bi-weekly pay) or 4 pay stubs (weekly pay) for household members over age 18;
- Copy of most recent Unemployment Payment, as applicable;
- Copy of most recent Payroll Protection Program payment, as applicable;
- Copy of your award letter for SSA, SSI, VA or VA Disability, retirement & pension funds
- Copy of most recent bank statement for all accounts held by household members;
- Copy of current child support order & statement of amounts received
- Copy of award letter for Food Stamps (Lone Star/SNAP or TANF) (must be within 30 days of application date)
- Copy of most recent utility bill for which assistance is being sought (water/sewer/electric/gas)
- Copy of Notice from Employer relating to reduction of work hours/employment/business closure due to COVID-19;
- Copy of current Rental Lease/Agreement executed prior to March 1, 2020 – if requesting Rental Assistance (up to $1,500 per month for 3 months may be requested – overdue amounts prior to March 1, 2020 are not eligible for rental assistance)
- Copy of Mortgage Loan executed prior to March 1, 2020 – if requested mortgage assistance (up to $1,500 per month for 3 months may be requested – overdue amounts prior to March 1, 2020 are not eligible for mortgage assistance)

If you are unemployed and not receiving any income, are self-employed, paid in cash, or receiving family support, a Declaration of Income Statement document will be required.

Staff can make necessary copies of documents as needed.
COVID-19 Financial Hardship Application for Assistance

Place a CHECK MARK in the box indicating the type of assistance requested.

You may select one or both categories for assistance.

☐ Utility Assistance
☐ Rental / Mortgage Assistance-Harlingen City Limits

<table>
<thead>
<tr>
<th>Applicant / Solicitante</th>
<th>Co-Applicant / Co-Solicitante</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME/NOMBRE (Print)</td>
<td>NAME (Print)</td>
</tr>
<tr>
<td>HEAD OF HOUSEHOLD?</td>
<td>HEAD OF HOUSEHOLD?</td>
</tr>
<tr>
<td>☐ YES/ SI ☐ NO</td>
<td>☐ YES/ SI ☐ NO</td>
</tr>
<tr>
<td>Texas DL/State ID #</td>
<td>Texas DL/State ID #</td>
</tr>
<tr>
<td>Other ID#</td>
<td>Other ID#</td>
</tr>
<tr>
<td>Current Address / Dirección Actual:</td>
<td>Current Address / Dirección Actual:</td>
</tr>
<tr>
<td>City/Ciudad State / Estado TX</td>
<td>City/Ciudad State / Estado TX</td>
</tr>
<tr>
<td>Zip Code / Código</td>
<td>Zip Code / Código</td>
</tr>
<tr>
<td>Currently receiving Federal housing assistance? YES/ SI ☐ NO ☐</td>
<td>Currently receiving Federal housing assistance? YES/ SI ☐ NO ☐</td>
</tr>
<tr>
<td>If YES, please indicate which type of housing assistance you receive:</td>
<td>If YES, please indicate which type of housing assistance you receive:</td>
</tr>
<tr>
<td>Public Housing ☐ Housing Choice Voucher/Section 8 ☐</td>
<td>Public Housing ☐ Housing Choice Voucher/Section 8 ☐</td>
</tr>
<tr>
<td>Email / Electrónico</td>
<td>Telephone / Teléfono:</td>
</tr>
<tr>
<td>☐ Yes/ SI ☐ No</td>
<td>☐ Yes/ SI ☐ No</td>
</tr>
</tbody>
</table>

FAMILY MEMBER INFORMATION

LIST EACH FAMILY MEMBER LIVING IN THE HOUSEHOLD

<table>
<thead>
<tr>
<th>AGE</th>
<th>Gender</th>
<th>DATE OF BIRTH</th>
<th>RELATION TO APPLICANT</th>
<th>ETHN</th>
<th>RACE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ETHNICITY—mark Y or N if you are of Hispanic origin.

MONTHLY FAMILY INCOME

Enter the MONTHLY DOLLAR AMOUNT for each category of income listed; if none then enter zero "0".

<table>
<thead>
<tr>
<th>Income Source</th>
<th>Monthly Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Calculated Total Monthly Income All Sources $0.00

Race—select one (1) category applicable to each person in the family. Write the number next to the name of each person indicating that person’s RACE:

- 11 White
- 12 Black/African American
- 13 Asian
- 14 American Indian/Alaska Native
- 15 Native Hawaiian / Other Pacific Islander
- 16 American Indian/Alaska Native & White
- 17 Asian & White
- 18 Black/African American & White
- 19 American Indian/Alaska Native & Black/African American
- 20 OTHER MULTI-RACIAL

HOUSING & EMPLOYMENT INFORMATION

Name of Apartment Complex
Property Manager/Company Name
Telephone
Lease Start / End Date

Employer Name/City
Supervisor Name
Telephone
Last Date Worked / Hours

UTILITY ACCOUNTS

HIGH USE billed by (Water) Account #
Gas Company Name/Account #
Electric Co Name/Account #

By checking one of the statements below—You may be required to provide proof to document the statement. CHECK ALL THAT APPLY

☐ A Household Member tested positive for COVID-19 by a source authorized by the State of Texas.
☐ A Household Member was required to quarantine because of close contact exposure to someone who tested positive for COVID-19
COVID-19 Financial Hardship Application for Assistance

FINANCIAL HARDSHIP QUESTIONNAIRE/SCREENING QUESTIONS

Please complete the requested information and place a check mark next to the statement that most closely reflects your current situation since the COVID-19 Disaster Declaration.

EMPLOYMENT

A determination of financial hardship due to lost employment or income either permanently or temporarily due to the effects of the COVID-19 pandemic.

I was employed in a position working □ full time (40 hours/week) □ part time (less than 40 hours/week) when COVID-19 restrictions were imposed by the Texas Governor. My position at my employer prior to COVID-19 restrictions were put into place was (describe position) ____________________________.

1. □ My employer has guaranteed my return to employment once the COVID-19 restriction are lifted and I am receiving unemployment compensation.
2. □ My employer has contacted me to return to work on or after May 18, 2020, and has guaranteed return to my previous position and scheduled hours.
3. □ My employer has not guaranteed my return to employment once the COVID-19 restriction are lifted; and, I am not receiving unemployment compensation.

HOUSING (Rental/Mortgage Assistance) COMPLETE INFORMATION AND CHECK ALL THAT APPLY

A determination of housing crisis due to lost employment or income either permanently or temporarily due to the effects of the COVID-19 pandemic.

I am experiencing a housing crisis and facing potential homelessness due to loss of income when COVID-19 restrictions were imposed by the Texas Governor. My monthly rent payment is $__________ and is due on (day of month)______________.

1. □ I was behind on my rent payments before COVID-19 restrictions were imposed by the Texas Governor. I owe back rent for a total of _______ months.
2. □ I owe late fees for back rent owed.
3. □ I am at risk of losing my current housing as ordered by an eviction notice from my landlord/property manager dated ________________ and effective ________________.
4. □ I am not at risk of losing my current housing and I am able to pay my rent.

UTILITIES

A determination of hardship and inability to pay for basic utilities due to lost employment or income either permanently or temporarily due to the effects of the COVID-19 pandemic. Basic Utilities Include: Water, Electric, Gas. CHECK ALL THAT APPLY

1. □ I am experiencing a financial hardship and am unable to pay for basic utilities for my current housing.
2. □ I am able to pay for basic utilities for my current housing.
COVID-19 Financial Hardship Application for Assistance

COVID-19 has affected my household in the following way:

(Describe the need for assistance and how the household has been affected by the COVID-19 pandemic.)

Authority for Release of Information

To Whom It May Concern:

I hereby authorize investigation by a duly accredited representative of Loaves and Fishes, to obtain any information from schools, residential management agents, employers, utility providers, criminal justice agencies, U.S. Citizenship and Immigration Services, or individuals, relating to an application for assistance relative to financial hardship has the result of the COVID-19 pandemic on my household. This information may include, but is not limited to, academic, residential, employment history, wages and attendance, income, personal history, status of utility accounts, immigration status, and arrest and convictions records. I hereby direct you to release such information upon request of the bearer. I understand that the information released is for official use and may be disclosed to such third parties as necessary in the fulfillment of the responsibilities related to application for programs(s) funded in whole or in part by the City of Harlingen.

I hereby release any individual, including record custodians, from any and all liability for damages of whatever kind or nature which may at any time result to me on account of compliance, or any attempts to comply, with this authorization. Should there be any questions as to the validity of this release, you may contact me as indicated below.

<table>
<thead>
<tr>
<th>Authorization for Release of Information</th>
<th>Self Certification Statement of Annual Income by Beneficiary</th>
</tr>
</thead>
<tbody>
<tr>
<td>All household members age 18 years and over</td>
<td></td>
</tr>
</tbody>
</table>

1. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

2. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

3. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

4. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

5. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

6. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

7. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

8. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

9. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
   Telephone/Teled鑫 On: Date

10. Signature/Print Full Legal Name/Imprimo en nombre legal/Date
    Telephone/Teled鑫 On: Date

WARNING: The information provided in this application form is subject to verification by the federal agency, a person is guilty of a felony for knowingly and willingly making a false or fraudulent statement to a department of the United States Government, and may be fined, imprisoned, or both. This information will be used to establish a level of benefit for a Federally funded program(s); To protect the government financial interest; and to verify the accuracy of information furnished. It may be release to appropriate Federal, State, and Local Agencies when relevant to civil, criminal or regulatory investigators, and prosecutors. Failure to provide any information may result in a delay or rejection of eligibility or approval.
CONFLICT OF INTEREST AFFIDAVIT

I have been provided a list of the employees, officers, board members and agents of the City of Harlingen and Loaves and Fishes and state the following:

I am not related to any employee, officer, board member, or agent of the City or of Loaves and Fishes.

No member of my immediate family (spouse, siblings, parents, children, step children or in-laws of the same degree) is related to any employee, officer, board member, or agent of the City or of Loaves and Fishes.

I am not a business partner of any employee, officer, board member, or agent of the City or Loaves and Fishes.

Signed this _____ day of ____________________, 2020.

Applicants Signature

Co-Applicants Signature

CITY OF HARLINGEN

CITY OF HARLINGEN MAYOR & COMMISSION
Chris Boswell, Mayor
Richard Uribe, City Commissioner, District 1
Frank Puente, City Commissioner, District 2
Michael Mezmar, City Commissioner, District 3
Ruben De La Rosa, City Commissioner, District 4
Victor Leal, City Commissioner, District 5
Dan Serna, CPM City Manager
Gabriel Gonzalez, CPM Assistant City Manager Internal Services
Carlos Sanchez, P.E., CFM, CPM Assistant City Manager External Services

LOAVES AND FISHES
William Reagan, Executive Director
Coronavirus Relief Fund Program  
Duplication of Benefit Affidavit

I / We, the undersigned, hereby state under oath that as of March 1, 2020, I / we have not received any type of assistance from any source for the following purpose (double click on the boxes below to select):

- Gas Service
- Electric Service
- Mortgage Assistance
- Rental Assistance
- Water/Sewer Service
- Other: ______________

__________________________________________  __________________________________________
Applicant's Signature  Applicant's Signature

Date: __________________________  Date: __________________________
Address: __________________________  Address: __________________________
Contact #: __________________________  Contact #: __________________________

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a FELONY for knowingly and willingly making false or fraudulent statements to any departments of the United States Government.

ACKNOWLEDGEMENT

State of Texas 

County of Cameron 

This instrument was acknowledged before me this ______ day of ____________, 20___, by __________________________ and __________________________.

__________________________________________
Notary Public Signature

My Commission Expires: __________________________
RENTAL ASSISTANCE FORM

I _____________, the undersigned, have received Rental Assistance in the amount of $____________ per month for ______ month(s) for a total amount of $____________. This amount will be applied towards my rent at ______________ Apartments Unit No. __________ located at the following address _______________________________. The amount of the Rental Assistance provided will cover the rent for the following time period ____________________________________.

I _____________ Manager/Owner of ______________ Apartments will apply the amount received towards the rent owed from ______________ (Tenant) for the time period mentioned above. No other attempt will be made to collect rent from the time period for which this Rental Assistance has been provided.

(Tenant Signature)_________________ (Landlord/Property Manager Signature)_________________

______________________ _______________________

Address/Date Address/Date
MORTGAGE ASSISTANCE FORM

I __________________, the undersigned, am requesting Mortgage Assistance in the amount of $______________ per month for _______ month(s) for a total amount of $______________. This amount will be applied towards my mortgage with ___________________(Lender), and my Loan No. is ____________________. The legal description of my property is ______________________________ and my address is __________________________. The amount of the Mortgage Assistance provided will cover the mortgage for the following time period __________________________. By signing the form below, I am acknowledging that I have not received a mortgage forbearance from my lender or suspension of mortgage payments.

__________________________  __________________________
(Applicant Signature)        (Co-Applicant Signature)

__________________________  __________________________
Address/Date                 Address/Date
AGENDA ITEM
EXECUTIVE SUMMARY

Meeting Date: July 9, 2020

Agenda Item:
Consider and possible action to approved a Public Services Contract with Loaves and Fishes to administer the a portion of the CARES Act COVID Relief Funds for the City to provide assistance to Harlingen residents with utility, rent or mortgage payments for those who have experienced financial hardship resulting directly from the temporary or permanent loss of employment income from the Coronavirus Pandemic.

Prepared By (Print Name): Gabriel Gonzalez
Title: Assistant City Manager Internal Services
Signature:

Brief Summary:
The City will be allocating $225,000 to Loaves and Fishes to administer a portion of the CARES Act COVID Relief Funds to administer the COVID 19 Financial Hardship Program. The program will provide assistance with water, gas, electricity, rent or mortgage payments to Harlingen residents who have experienced financial hardship resulting directly from the temporary or permanent loss of employment income from the Coronavirus Pandemic. There will be no income qualifications for this program but assistance will be limited to only three months of overdue services. Assistance provided will not be limited to only one utility provider but residents may qualify for assistance for water, gas and electricity provided they suffer loss of employment income directly from the Coronavirus Pandemic.

The City has allocated up to $2,000 for the purchase of computer equipment including a printer, up to $35,000 for personnel costs with the remaining $188,000 available for the program. Should funding be depleted, the City Manager would have the authority to grant an additional $50,000 to the program.

Eligible expenses will be those from March 1, 2020 through December 30, 2020. Loaves and Fishes have indicated they have the ability to carry out this program.

Funding (if applicable):
Are funds specifically designated in the current budget for the full amount □ Yes □ No*
for this purpose?
*If no, specify source of funding and amount requested:
N/A

Finance Director’s approval: □ Yes □ No □ N/A

Staff Recommendation:

Approval
For Street Closures ONLY, Fire Chief’s approval: □ Yes □ No □ N/A

City Manager’s approval: □ Yes □ No □ N/A

Comments:
City Attorney's approval: [] Yes, [ ] No, [ ] N/A

[Handwritten note] auto form only
STATE OF TEXAS 

COUNTY OF CAMERON 

PUBLIC SERVICES CONTRACT

This Agreement made and entered into on this the 10th day of July, 2020, by and between the City of Harlingen, a political subdivision of the State of Texas, hereinafter referred to as "CITY", and the Loaves & Fishes of the Rio Grande Valley, Inc., hereinafter referred to as "L&F" is for the provision of assistance to Harlingen residents from the Cares Act COVID Relief Funds in the amount of Two Hundred and Twenty Five Thousand Dollars ($225,000).

WITNESSETH

WHEREAS, L&F desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement.

WHEREAS, the CITY proposes to contract with L&F 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 L&F do mutually agree as follows:

SECTION I
Rules and Regulations

L&F agrees to cooperate with the CITY in respect to the implementation of Cares Act COVID Relief Funding activities to be carried out by L&F. Amounts paid from the Funds are subject to the restrictions outlined in the Guidance and set forth in Section 601(d) of the Social Security Act, as added by section 501 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

SECTION II
Statement of Work

L&F agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration up to payment in the amount of Two Hundred and Twenty Five Thousand Dollars ($225,000.00), and as delineated in Exhibit B-1 "Budget" and B-2 "Payment Schedule". The City authorizes the City Manager, at his discretion, to increase the Budget by an additional amount of Fifty Thousand Dollars ($50,000) should additional funds be needed to keep the activity funded. L&F agrees that only those activities identified will be eligible for funding. L&F is authorized to expend up to
Thirty Five Thousand Dollars ($35,000) to hire staff to carry out the eligible activities under the Cares Act COVID Relief Fund.

CITY shall not be liable for costs incurred or performances rendered by L&F before commencement of this Agreement or after termination of this Agreement.

L&F agrees to follow the schedule outlined in Exhibit C "Project Time Table" of this Agreement.

SECTION III
Records and Reports

L&F 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.

SECTION IV
Monitoring Visits

L&F agrees that CITY may conduct on-site monitoring visits to assure compliance with applicable local and federal requirements and that goals are being achieved. After each monitoring visit, CITY shall provide L&F with a written report of any monitor’s findings. If the monitoring reports note deficiencies in L&F’s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by L&F. Failure by L&F to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section IX of this Agreement. In addition, L&F shall give the CITY, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by L&F pertaining to this Agreement.

SECTION V
Payment Requests

L&F agrees to follow administrative directions from the CITY regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

L&F agrees to comply with the RECORDS & REPORTS as outlined in Exhibit D.

L&F and CITY agree that all unused 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

L&F and CITY both agree that none of the funds expended or activities undertaken under this Agreement shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Uniform Administrative Requirements

Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in Section 601(d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Entities, except entities that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations”, or OMB Circular No. A-21, “Cost Principles for Educational Institutions”, as applicable, and OMB Circular A-133, “Audits of Institutions of Higher Education and Other Nonprofit Institutions” (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such L&Fs shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations”).

SECTION VIII
Audit Requirements

L&F agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

L&F agrees to furnish CITY a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to L&F hereunder. However, if L&F obtains an audit as per OMB Circular A-133, L&F shall submit said audit to CITY. Further, L&F agrees to cooperate with CITY relating to any inquiries regarding the audit. Audit shall be available to CITY staff.

SECTION IX
Suspension and Termination

L&F understands that this Agreement may be suspended or terminated, if L&F materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through E.
If L&F fails to fulfill in a timely and proper manner its obligations under this Agreement, or L&F violates any of the Agreements or stipulations of this Agreement, then the CITY shall provide L&F written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results from L&F or its successor, the CITY will terminate Agreement and seek reimbursement of all funds from L&F. L&F shall not be relieved of the liability to the CITY for damages sustained by the CITY by virtue of any breach of this contract (Agreement) by L&F and CITY may withhold any payments to L&F for violations of federal regulations. Should the CITY become aware of any activity by L&F, which would jeopardize public accountability of funds, then the CITY may take appropriate action including injunctive relief against L&F 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 in writing upon the joint action of both the CITY and Loaves & Fishes of the Rio Grande Valley.

SECTION X
Assets

L&F shall not purchase any asset with funding provided under this agreement unless so permitted by the CITY and such procurement shall be done in the form and manner so prescribed by the CITY. Any assets purchased must first be approved by the CITY’s Finance Director and may only be used for the implementation of this program. Funds up to Two Thousand Dollars ($2,000) may be used to purchase computer equipment, scanning equipment and printers to carry out this activity.

SECTION XI
Indemnity Clause

L&F 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 L&F or brought by any third person arising in any manner directly or indirectly from L&F programs, activities or events conducted pursuant to this Agreement.

SECTION XII
Procurement

L&F 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 Harlingen. In such case as L&F has developed procurement standards governing its operation, such standards
shall be reviewed by CITY to ensure compliance with the standards implemented by CITY.

SECTION XIII  
Conflict of Interest

L&F covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently have 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 in Exhibit A.

L&F agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the L&F’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.

L&F is responsible for repayment of funds associated 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 XIV  
Legal Action and Venue

L&F agrees to notify the CITY when a problem arises that may lead to legal action or claim against the L&F. The L&F agrees to furnish to the CITY any information with respect to such action or claim. The L&F agrees not to take any action with respect to any legal action or claim sought against the L&F 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 Cameron County, Texas.

SECTION XV  
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 L&F, and not
otherwise.

Federal and Texas Law to Apply. This Agreement shall be construed under
and in accordance with the laws of the State of Texas and governed by the Cares Act
Relief Fund, and all obligations of the parties created hereunder are performable in
Cameron County, Texas. The parties hereby consent to personal jurisdiction in
Cameron 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 electronic mail, or (iii) sent by registered or certified mail, return receipt
requested, postage prepaid and addressed to the parties at the addresses set forth
below, or (iv) sent by facsimile or at such other addresses as may have been
theretofore specified by written notice delivered in accordance herewith:

If to CITY:

City of Harlingen
Finance Department
118 E. Tyler
Harlingen, Texas 78550
Email rodriguez@myharlingen.us
Phone # (956) 216-5050
Fax # (956) 216-5058

If to L&F:

Loaves & Fishes of the Rio Grande
Valley, Inc.
514 South E Street
Harlingen, Texas 78550
Email billreagan@lfrgv.org
Phone # (956) 423-1014
Fax # (956) 423-3051

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 L&F. CITY may assign this Agreement without the consent of L&F.

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 L&F have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and L&F in accordance with its terms.
SECTION XVI
Effective Date

The effective date of this agreement shall be the 10th day of July, 2020 and shall terminate on the 30th day of December, 2020.

Approved and signed this ___10th___ day of July, 2020.

________________________
William Reagan, Executive Director

L&F Firm Name: Loaves & Fishes of the Rio Grande Valley, Inc.
Address: 514 South E Street
City/State/Zip: Harlingen, Texas 78550
Fed. I.D. # or Soc. Sec. #: 74-2589451
DUNS # 80-1182981

STATE OF TEXAS

COUnTY OF CAMERON

William Reagan, Executive Director, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states that, he/she has read the above agreement, and the statements therein contained are true.

Subscribed and sworn to before me this ___10___ day of July, 2020.

________________________
Notary - Signature

CITY OF HARLINGEN

Witness: __________________________ Chris Boswell, Mayor
EXHIBIT A
STATEMENT OF WORK

1) Mission and Goals:

The goal of Loaves & Fishes of the Rio Grande Valley is to implement the eligible activities outlined below that have been funded from the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The program will assist Harlingen residents that have experienced financial hardship resulting from temporary or permanent loss of employment income directly as a result from the Coronavirus Pandemic health emergency. The program will assist with overdue utility payments (water, gas and electricity) and overdue rent or mortgage payments to avoid eviction or foreclosure. Which are a result of the COVID-19 health emergency and as provided by the CARES Act. Only overdue eligible expenses incurred between March 1, 2020 through December 30, 2020 are eligible for consideration under the program.
## B-1
### BUDGET

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Equipment</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>2. Personnel</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>3. CARES Act Program</td>
<td>$188,000.00</td>
</tr>
</tbody>
</table>

**Total Allocation**  
$ 225,000.00

**Discretionary Additional Allocation**  
$ 50,000.00
EXHIBIT B-2  
PAYMENT SCHEDULE

Payments will be made in increments of $50,000.00. When funding has been depleted to $5,000.00 or less, L&F may submit a request for an additional $50,000.00 allocation. In order to receive the subsequent funds, supporting documentation detailing all grants made to citizens and additional eligible expenses must be submitted electronically to Robert Rodriguez, Finance Director at rrodriguez@myharlingen.us.
EXHIBIT C
PROJECT TIME TABLE

Only eligible expenses that occurred between March 1, 2020 through December 30, 2020 will be eligible for consideration. The contract date is from July 10, 2020 through December 30, 2020.
EXHIBIT D
RECORDS & REPORTS

1. When submitting reports to support expenditures, attach the following documents:

   ➢ Copies of program applications with supporting documentation.
   ➢ Copies of cancelled checks or bank statements

2. A Monthly Activity Report must be submitted to the Finance Department accompanying. Each activity report must have the following items:

   ➢ What funds were used for, e.g., the type of utilities paid and the number of months the assistance was provided for (water, gas, electricity), number of mortgage payments or rents paid and the dollar amounts provided including the number of months the assistance was granted.
   ➢ Number of Persons Assisted

3. All records pertaining to each fiscal year of funds must be retained for a period of 4-years

4. L&F must maintain proper financial records.
EXHIBIT E
REQUESTS FOR PAYMENT

1) L&F shall receive an initial amount of $50,000.00 thereafter, a request for an additional $50,000.00 must be submitted with supporting documentation outlined in the Exhibits above. L&F shall submit copies of cancelled checks and other supporting documentation along with each request. As per Section IV of this Agreement, CITY may conduct on-site monitoring visits to assure compliance with applicable state, local and federal requirements and that performance goals are being achieved.

2) Checks generally will be mailed out the within seven working days. Attached is the Accounts Payable schedule. Requests received after the due date will not be processed until the following week and reimbursement checks will not be available until two weeks after the day of receipt.
ACCOUNTS PAYABLE VENDOR PAYMENT SCHEDULE FY 2019-2020

Any invoices received after due date will be processed for the following run. No manual checks will be issued.

<table>
<thead>
<tr>
<th>DUE DATE BY 3:00PM</th>
<th>DISTRIBUTE CHECKS AFTER 3:00PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, October 07, 2019</td>
<td>Friday, October 11, 2019</td>
</tr>
<tr>
<td>Monday, October 21, 2019</td>
<td>Friday, October 25, 2019</td>
</tr>
<tr>
<td>Monday, November 04, 2019</td>
<td>Friday, November 08, 2019</td>
</tr>
<tr>
<td>Monday, November 18, 2019</td>
<td>Friday, November 22, 2019</td>
</tr>
<tr>
<td>Monday, December 02, 2019</td>
<td>Friday, December 06, 2019</td>
</tr>
<tr>
<td>Monday, December 16, 2019</td>
<td>Friday, December 20, 2019</td>
</tr>
<tr>
<td><strong>Friday, December 27, 2019</strong></td>
<td>Friday, January 03, 2020</td>
</tr>
<tr>
<td>Monday, January 13, 2020</td>
<td>Friday, January 17, 2020</td>
</tr>
<tr>
<td>Monday, January 27, 2020</td>
<td>Friday, January 31, 2020</td>
</tr>
<tr>
<td>Monday, February 10, 2020</td>
<td>Friday, February 14, 2020</td>
</tr>
<tr>
<td>Monday, February 24, 2020</td>
<td>Friday, February 28, 2020</td>
</tr>
<tr>
<td>Monday, March 09, 2020</td>
<td>Friday, March 13, 2020</td>
</tr>
<tr>
<td>Monday, March 23, 2020</td>
<td>Friday, March 27, 2020</td>
</tr>
<tr>
<td><strong>Thursday, April 02, 2020</strong></td>
<td>Thursday, April 09, 2020</td>
</tr>
<tr>
<td>Monday, April 20, 2020</td>
<td>Friday, April 24, 2020</td>
</tr>
<tr>
<td>Monday, May 04, 2020</td>
<td>Friday, May 08, 2020</td>
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<tr>
<td>Monday, May 18, 2020</td>
<td>Friday, May 22, 2020</td>
</tr>
<tr>
<td>Monday, June 01, 2020</td>
<td>Friday, June 05, 2020</td>
</tr>
<tr>
<td>Monday, June 15, 2020</td>
<td>Friday, June 19, 2020</td>
</tr>
<tr>
<td><strong>Thursday, June 25, 2020</strong></td>
<td>Thursday, July 02, 2020</td>
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<tr>
<td>Monday, July 13, 2020</td>
<td>Friday, July 17, 2020</td>
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<tr>
<td>Monday, July 27, 2020</td>
<td>Friday, July 31, 2020</td>
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<tr>
<td>Monday, August 10, 2020</td>
<td>Friday, August 14, 2020</td>
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<tr>
<td>Monday, August 24, 2020</td>
<td>Thursday, August 27, 2020</td>
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<tr>
<td><strong>Friday, September 04, 2020</strong></td>
<td>Friday, September 11, 2020</td>
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<tr>
<td>Monday, September 21, 2020</td>
<td>Friday, September 25, 2020</td>
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</tbody>
</table>

All invoices are due on Monday by 3:00PM except for days adjusted for holiday. All vendor checks will be mailed.

* Deadline adjusted for holiday.