

Lower Rio Grande Valley Development Council
 Area Agency on Aging
 301 W. Railroad
 Weslaco, Texas 78596



Subrecipient: Los Fresnos Senior Center

Contract Number: AAA-04-2025-SCO Senior Center Operations

October 29, 2024, Statement of Award for the Period of 10/01/2024 to 9/30/2025

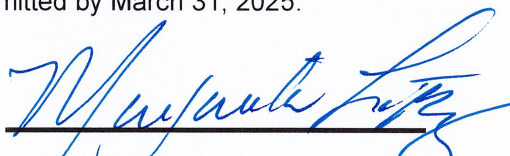
It is understood and agreed by the subrecipient that acceptance of this award and any payment thereof commits the subrecipient to comply with all applicable State, Federal, and Local requirements

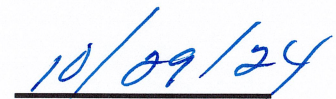
Program		Amount of this Award	Cumulative to Date
Senior Center Operations		\$ 40,000	\$ 40,000
Total		\$ 40,000	\$ 40,000
Non-federal Match		\$ 7,059	\$ 7,059
Special Cash Match		\$ 2,000	\$ 2,000

Remarks:

The non-federal match is the minimum required. Subrecipients may choose to provide additional match above the minimum.

The Special Cash Match may be paid in 3 installments, payable to LRGVDC. Full payment must be submitted by March 31, 2025.


 Director of Area Agency on Aging


 Date



ASSURANCE OF COMPLIANCE SENIOR CENTER OPERATIONS

Service Requirements

(Name of Applicant Agency) _____ hereinafter called the "Subcontractor" HEREBY AGREES THAT as a condition for receiving Federal assistance under the Older Americans Act of 1965, as amended, it will comply with the requirements set forth by the Lower Rio Grande Valley Development Council Area Agency on Aging for organizations seeking assistance for Senior Center Operations. Senior Centers must comply with the following:

1. Services must be offered to the elderly in the general population.
2. Senior Centers must provide or coordinate for participants to have access to the following services at a minimum:
 - a. health screening coordinated by health professionals at least twice during the project year
 - b. develops, maintain, and implement a fund development plan
 - c. exercise, physical fitness, and recreational activities
 - d. information and referral
 - e. volunteer activities (other than the usual meal serving)
 - f. telephone reassurance

These services will be in addition to existing services such as meals and transportation.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

DEPARTMENT OF HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT FOR
OLDER AMERICANS ACT PROGRAMS

STATE OF TEXAS

COUNTY OF HIDALGO

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended and its regulations: HHS regulations on Administration of Grants; Title 45 CFR, Part 74; Title 45 CFR, Part 92; Title 45 CFR, Part 1321, et seq.; Title 45 CFR, Part 91; the Uniform Grant Management Standards (UGMS), Governor’s Office of Budget and Planning January 2001; and all applicable Health and Human Services (HHS) and Area Agencies on Aging (AAA) Rules as published in the Texas Administrative Code (TAC) under Chapters 80, 81, 83, and 84 (Title 40 Part 1, Texas Administrative Code); and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract and agreement made and entered on this 1st day of October 2024 by and between the Lower Rio Grande Valley Development Council as **AGENCY** and **CITY OF LOS FRESNOS**, hereinafter referred to as SUB-RECIPIENT, for services for the elderly for the Lower Rio Grande Valley Area Agency on Aging, hereinafter called the AAOA. Whereas the State of Texas, acting through the Health and Human Services (HHS), has designated the AGENCY to act as the AAOA; and whereas the AAOA is the designated **FOCAL** Point and authority under the Older Americans Act to administer OAA funds. HHS and the SUB-RECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to the performance and accomplishment of tasks hereinafter described. For the purposes of this contract, the terms AGENCY and AAOA shall be interchangeable.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2024, and end on September 30, 2025. The LRGVDC-Area Agency on Aging reserves the right to issue multi-year contracts.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by the AGENCY of an amendment budget.

VI. SCOPE OF SERVICES

The SUB-RECIPIENT agrees to provide the services set out in the Title III Service Application and Service Budgets.

a. Senior Center Operations

The SUBRECIPIENT agrees to serve the number of persons and units and substantially meet all of the goals and outcomes described in the SUB-RECIPIENT'S service application with the AGENCY.

The SUBRECIPIENT shall cite Lower Rio Grande Valley Development Council (LRGVDC) Area Agency on Aging as the primary funding source using the following phrase "funded in part by Lower Rio Grande Valley Development Council Area Agency on Aging" on all printed material.

VII. TARGETING

The SUBRECIPIENT shall, in accordance with 42 U.S.C. Section 3026, ensure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on (1) Older individuals residing in rural areas; (2) older individuals with the greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas); (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural areas); (4) older individuals with severe disabilities; (5) older individuals with limited English proficiency; (6) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and caretakers of such individuals; and (7) older individuals at risk for institutional placement and (8) older individuals at risk for institutional placement, specifically including survivors of the Holocaust; and (9) Who are Native Americans, if there is a significant population of older people who are Native Americans in the AAA's region. (A Native American is a person who is a member of a tribe that is federally recognized by the Bureau of Indian Affairs.)

VIII. FUNDING OBLIGATIONS

The SUBRECIPIENT acknowledges that the AGENCY'S obligations hereunder for payment, in consideration of the full and satisfactory performance of activities described in this contract, is limited to monies received from the Health and Human Services (HHS), and that unless and until adequate funds have been received by the AGENCY under the CONTRACT from the said department, the AGENCY shall not have; under terms of this contract any obligations to the SUBRECIPIENT.

The SUBRECIPIENT understands that it must have sufficient financial solvency to sustain said contract performance until adequate funds are received by the AGENCY to reimburse said SUBRECIPIENT.

The AGENCY shall not be liable to the SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing the SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

The AGENCY shall not be liable to the SUBRECIPIENT for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

All expenditures must be in compliance with the SUBRECIPIENT'S procurement procedures and related to the activities as stipulated in the Title III Services Application. All local and out-of-region travel must have 16 business days prior written approval by the AGENCY. The SUBRECIPIENT mileage rate shall not exceed the State maximum allowed for State employees, whichever is more stringent. If the SUBRECIPIENT'S rate is more stringent, then the SUB-RECIPIENT rate shall prevail.

The AGENCY shall not be liable to the SUBRECIPIENT for expenditures made in violation of regulations promulgated under OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

For purposes of this contract, the term "Title III" shall mean, unless specifically noted, any monies funded by Health and Human Services, whether from Title III State General Revenue or another source. The Title III amount allotted under this contract shall not exceed \$40,000. The Title III is broken down by:

- a. Senior Center Operations: \$40,000

IX. COMPENSATION

AGENCY agrees to make payment to the SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in Title III Service Application and Service Budgets. The SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement request, and programmatic reports.

- a. Senior Center Operations – SUBRECIPIENT will be reimbursed on a cost-reimbursement basis.

The AGENCY will pay the SUBRECIPIENT on a cost reimbursement basis for Senior Center Operations and at a unit rate basis for Transportation Demand Response. The SUBRECIPIENT agrees to deliver specific services on an "at risk" basis. Adjustments will be considered only in instances where a service provider suffers operating losses due to events over which they have no control, or reasonably could not have anticipated **OR** in instances where a service provider experiences significant access revenues over operational costs due to unanticipated and/or unbudgeted additional resources or reductions in expenses due to a change in cost allocation methodology. "At risk" unit rates will not be adjusted to offset poor management planning. Any adjustment to an "at risk" unit rate will be judged on its own merits.

Unit rates established by the AGENCY shall not exceed rates or rate limitations established by HHS in its rules and regulations.

It is the responsibility of the SUBRECIPIENT requesting a rate increase to provide adequate documentation to assure the AGENCY that the increase is warranted due to circumstances beyond their control. It is the responsibility of the AGENCY to request a rate decrease to provide adequate documentation to assure that the decrease is warranted.

X. PAYMENT METHODOLOGY

The AGENCY has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section IX, COMPENSATION until the SUBRECIPIENT has provided the services and the requested reimbursement pursuant to the appropriate administrative procedures set out below. In the absence of a written agreement to the contrary, funds will be remitted by the AGENCY to the SUBRECIPIENT on a reimbursement basis for a pre-determined unit amount subject to the appropriate administrative procedures and contingent upon receipt of funds by the AGENCY from Health and Human Services (HHS).

The SUBRECIPIENT shall report eligible units of service and actual allowable expenses to the AGENCY on a monthly basis. Payment of funds to the SUBRECIPIENT by the AGENCY under the terms of this contract shall be subject to the following procedures and conditions.

- a. On or before the due dates as specified in **Attachment C** (Report due dates) the SUB-RECIPIENT will request, in a form prescribed by the AGENCY reimbursement for eligible units of service during the previous month.
- b. The AGENCY will reimburse the SUBRECIPIENT within 20 working days of receipt of a proper request form contingent upon receipt by the AGENCY of funds authorized for this purpose from HHS.
- c. The SUBRECIPIENT will report to the AGENCY by the 5th working day of the month if no SUBRECIPIENT units of service were incurred during the previous month under the terms of this contract.
- d. Final request for payment, whether at the completion of the contract period or in the event of early contract termination, must be submitted by the SUBRECIPIENT to the AGENCY within 15 calendar days of the final contract effective date. **The AGENCY cannot guarantee payment of reimbursement requests received more than 30 calendar days after the contract completion date.**

In the event that SUBRECIPIENT fails to timely submit requests for reimbursement in accordance with paragraphs a, c, and d, of this section, SUB-RECIPIENT waives all rights to timely payment by the AGENCY in accordance with Paragraph b, of this section. Payment may be withheld until the next regular payment cycle for reimbursement requests. The continued failure by the SUBRECIPIENT to timely submit for reimbursement will result in further actions being taken in accordance with the penalties and sanctions herein described.

Final payment shall be based on the information contained in the reimbursement system 60 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XI. REPORTING REQUIREMENTS

The SUB-RECIPIENT agrees to submit all required fiscal and programmatic reports in accordance with the report due dates as outlined in **Attachment C**. All reports shall be submitted for each month for the preceding month as a precondition for payment under this contract. The SUBRECIPIENT agrees to maintain fiscal and program documentation to support both fiscal and programmatic reports in conformity with the procedures established by the AGENCY. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

The SUBRECIPIENT shall complete and submit to the AGENCY, all requests for funds on an AGENCY-prescribed form in accordance with the rules and policies of the AGENCY. A final program report shall be submitted to the AGENCY on or before the due date established by the AGENCY not less than 45 days advance notice to the SUB-RECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than November 30, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XII. MATCH REQUIREMENTS

The SUBRECIPIENT shall provide a match for the project in the amount of no less than \$7,059. In addition, the Area Agency on Aging requires a special cash match of \$2,000 to be remitted to LRGVDC.

Match will be cash and/or in-kind. Cash match shall be expended for goods and services necessary for the specifically identifiable to the project. The in-kind match shall be based on fair market value of services and goods. Match shall conform to the OAA regulations, administration of grants, Title 45 Part 74 and Health and Human Services (HHS) rules as published in the Texas Administrative Code (40 TA 83.2(J)).

XIII. PROGRAM INCOME

Program income shall be administered in accordance with 40 TAC 83.2 (1), UGMS Subpart C. 25 and all applicable Health and Human Services (HHS) rules. The SUBRECIPIENT shall use all program income and participant contributions collected to further eligible program incomes. All program income and participant contributions collected and expended shall be documented and managed according to the AGENCY Rules and Regulations.

Program income includes but is not limited to cash income from fees for services, from usage or rental fees, from the sale of goods from participant contributions, or other contributions made by or on behalf of, program participants receiving services.

Program income received as contributions will be accounted for daily by at least two persons, one of whom must be an employee of the SUBRECIPIENT and deposited in accordance with policies and procedures established in the SUBRECIPIENT'S policies and procedures.

All other program income shall be accounted for and deposited as outlined in the SUB-RECIPIENT'S policies and procedures.

XIV. CONTRIBUTION POLICY

The CONTRACTOR shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. The CONTRACTOR shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

The SUBRECIPIENT must post a sign which identifies the full cost of the service, the suggested eligible participant contribution, and a statement that services shall not be denied because the eligible participant cannot or will not contribute. If there are multiple languages spoken by the participant receiving services from the SUBRECIPIENT, contribution and contribution policy signs must be posted in all the prevailing languages.

All ineligible participants shall be required to pay at least the full cost of the service as posted.

XV. MAINTENANCE OF RECORDS

The SUB-RECIPIENT shall retain all financial records, supporting documents, statistical records and all other records relating to the performance of this contract. The SUBRECIPIENT shall use all standard forms promulgated by HHS, as applicable. The SUBRECIPIENT shall require the use of all such forms for all subcontractors and/or vendors applicable.

All the aforesaid records shall be made available, with reasonable notice, at the SUBRECIPIENT'S office, and shall be maintained for at least (7) years after the termination of this agreement, or seven years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENTS may maintain all records at a designated central location (i.e., administrative headquarters) for the purposes of this section.

XVI. ACCESSIBILITY OF RECORDS

The SUBRECIPIENT shall give the AGENCY, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. The SUBRECIPIENT shall include the substance of this provision in all subcontracts.

The SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. The SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVII. AUDIT REQUIREMENTS

The SUBRECIPIENT shall submit a copy of an annual audit of the SUBRECIPIENT, performed by an independent certified public accounting firm within 30 days after receipt of the auditor's report (s) or nine months after the end of the SUBRECIPIENT fiscal year. The audit shall cover the SUBRECIPIENT entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by HHS or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the standards for Audits of Governmental Organizations, Programs, Activities, and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-profit Organizations; and UGMS.

The SUBRECIPIENT understands and agrees the SUBRECIPIENT shall be liable to AGENCY for any costs disallowed because of unresolved questioned costs revealed during the audit. All questioned costs

relating to HHS program shall be resolved within one hundred eighty (180) days following receipt of the SUBRECIPIENT'S audit by the AGENCY, otherwise, disallowance of questioned costs shall be implemented, and the SUBRECIPIENT shall be liable to the AGENCY for disallowed costs.

The SUBRECIPIENT shall have the right to appeal any such disallowance cost in accordance with 40 TAC 81.15, Appeal Procedures for Area Agency on Aging Contractors.

XVIII. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by the AGENCY or its agents disclose deficiencies in the operation of the SUBRECIPIENT or its subcontractors supported under provisions of this contract, the AGENCY shall take appropriate remedial steps that may include the issuance of sanctions and/or penalties.

The AGENCY or SUBRECIPIENT may elect to terminate this contract upon ten (10) days written notice from the terminating party to the other party. The SUBRECIPIENT, upon notification of termination, shall have the right to appeal such termination following procedures in accordance with 40 TAC §81.17 as applicable.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding by the SUBRECIPIENT of the project as described herein; or
- b. Discontinuance of funding to the AGENCY from Health and Human Services; or
- c. Failure of the SUBRECIPIENT to comply with any or all the terms and conditions of this agreement any attachments hereto; or
- d. Agreement between the AGENCY and the SUBRECIPIENT; or
- e. Discovered or disclosed deficiencies in the operation of the project supported under the provisions of this contract.

In the event of termination, the SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to the AGENCY within fifteen calendar days after the date of termination. The AGENCY shall reimburse those units of service delivered in accordance with the contract, prior to termination.

At the date of termination, the AGENCY may require the SUB-RECIPIENT to transfer title and deliver to the AGENCY or to another authorized contractor any property acquired by Federal, or state funds as assigned to the SUBRECIPIENT by the AGENCY for the purpose of this contract.

XIX. DE-OBLIGATION OF FUNDING

The AGENCY is required to assess the activities of the SUBRECIPIENT at least quarterly during the terms of this contract. If SUBRECIPIENT fails to meet obligated units of service at the time of assessment, the AGENCY may de-obligate such funds that may be determined to be available due to contract noncompliance. The DE-OBLIGATION of funds shall in no way affect the "at risk" unit rate of services. Notification by the AGENCY to the SUBRECIPIENT shall be by written notice.

XX. RECAPTURE OF PAYMENTS

If the SUBRECIPIENT hereby has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if the SUBRECIPIENT has received funds more than those actually earned, the AGENCY may take appropriate action including the recapture of payment and/or withholding of funds.

XXI. ASSURANCES & CERTIFICATIONS (Attachment A)

The SUBRECIPIENT hereby provides all assurances required by law as set forth in **Attachment A** to this contract. All assurances and certifications contained in **Attachment A** are hereby incorporated reference into this contract for all purposes as set forth fully herein. The SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

The SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject the SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXII. DEBARMENT & SUSPENSION (Attachment B)

As required by Federal Executive Order 12549, Debarment and Suspension and implementation at 45 CFR Part 92.35, for prospective participants in Federal assistance programs.

The SUBRECIPIENT certifies **Attachment B** to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principles.

The SUBRECIPIENTS also agree by signing and submitting **ATTACHMENT B**, that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, in eligibility and Voluntary Exclusion-Lower Tier Covered Transactions” in all lower tier covered transactions (i.e., transactions with sub-grantees and/or Contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXIII. INDEMNIFICATION

Notwithstanding any of the provisions of this agreement, SUBRECIPIENT hereby agrees to hold the AGENCY harmless from loss, damage, or liability that SUBRECIPIENT may suffer from claims made against it by reason of the services provided by SUBRECIPIENT pursuant to this agreement. It is hereby agreed that SUBRECIPIENT undertakes to indemnify and hold harmless the AGENCY from any liability or damages SUBRECIPIENT may suffer because of claims, demands, costs or judgments against it arising out of the performance of any services by SUBRECIPIENT pursuant to this agreement. SUBRECIPIENT shall; defend, protect, and hold harmless the AGENCY from and against all claims, suites, and actions arising from ay negligent act or omission of the SUBRECIPIENT in the performance of this agreement or in the performance of any contract entered into pursuant to this agreement.

If the AGENCY, in the enforcement of any part of this contract, shall incur necessary expenses or become obligated to pay attorney’s fees or court costs, SUBRECIPIENT agrees to reimburse the AGENCY for such expenses, attorney fees, or costs within thirty (30) calendar days after receiving written notice from the AGENCY of the incurring of such expenses, costs, or obligations. The AGENCY agrees to give SUBRECIPIENT thirty (30) calendar days written notice of any claim made against the AGENCY on the obligations indemnified against.

XXIV. LIABILITY TO THIRD PARTIES

The AGENCY does not assume any liability to third persons, nor will the AGENCY reimburse the SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

The SUBRECIPIENT shall give the AGENCY or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against the SUBRECIPIENT arising out of the performance of this contract.

The SUBRECIPIENT shall furnish immediately to the AGENCY copies of all pertinent papers received by the SUBRECIPIENT in connection with any such suit, action, or claim. The AGENCY shall have the option to intervene in such actions to represent the AGENCY or HHS interest.

XXV. CODE OF CONDUCT

The SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees, or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer, or agent; any member of his immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the entity selected for award.

The SUBRECIPIENT officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value for any purpose that is or gives the appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of the SUBRECIPIENT and no other public official or officer or member of the Board of the SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the SUBRECIPIENT or the proceeds thereof.

No board member shall be an employee of the SUBRECIPIENT or be an immediate family member of the employee.

No member or delegate to Congress, or State Official or local elected official shall be allowed to share any or part of this SUBRECIPIENT, or to any benefit that may arise therefrom.

XXVI. ASSIGNMENT

None of the funds provided to the SUBRECIPIENT by the AGENCY under the terms of this contract or any of the responsibilities and obligations created by this contract may be subcontracted or passed through by the SUBRECIPIENT to another agency for the provision of services described herein without the express written approval of the AGENCY.

XXVII. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasions, insurrection, accident, or of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributed to its neglect, that in such event the tie for the performance of such obligations or duty shall be suspended until disability to perform is removed.

XXVIII. POLITICAL ACTIVITY

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXIX. SECTARIAN INVOLVEMENT

The SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted considering HHS rule 40 TAC §69.16 and 45 CFR Chapter 87.

XXX. RIGHT TO APPEAL

Any applicant to provide services whose application is denied or whose contract is terminated or not renewed (except as provided in 45 CFR Part 74, Subpart M) has a right to appeal such action. The applicant shall give notice of appeal to the AGENCY within 10 days after it receives the AGENCY's action letter. Appeals Procedures adopted by HHS and codified at 40 TAC §81.15 will be used as the appeals process.

XXXI. INDEPENDENT CONTRACTOR

In the performance of obligations under this contract, the SUBRECIPIENT shall act as an independent contractor and not as an agent, representative, or employee of the AGENCY. No employee, agent, or representative of the SUBRECIPIENT shall be considered an employee of the AGENCY nor be eligible for any benefits, rights, or privileges afforded to the AGENCY employees.

XXXII. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by the SUBRECIPIENT. The SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that the AGENCY shall not be liable for any costs incurred by the SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from the AGENCY is obtained prior to the expenditure.

XXXIII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of another provision of this contract.

XXXIV. APPLICATION OF LAW & VENUE

This contract is governed by and shall be construed in accordance with the laws of the State of Texas. All claims against the AGENCY by SUBRECIPIENT seeking, as a legal right the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in the county in which alleged events occur or the county in which the AGENCY administrative reside. If any legal action is brought for the enforcement of this contract or because of an alleged dispute, breach, default, misrepresentation, or connection with any of the provisions of this contract, each party will bear its own legal expenses and other cost incurred in the action.

XXXV. FOCAL POINT

The Lower Rio Grande Valley Development Council Area Agency on Aging is the designated focal point for the Rio Grande Valley with two offices in the Region.

AAA Main Office
301 West Railroad
Weslaco, Texas 78596
(956)682-3481
Fax (956)682-8852

AAA Satellite Office
1501 North 28th St. Suite A-2
Harlingen, Texas 78550
(956) 412-0958
Fax (956)440-8678

ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the SUBRECIPIENT agency.

FOR SUB-RECIPIENT: CITY OF LOS FRESNOS

**Typed Name and Title of
Authorized Official**

Signature of Authorized Official

Date

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AREA AGENCY ON AGING

Mr. Manuel Cruz, Executive Director

Signature

Date

CITY OF LOS FRESNOS
 APPROVED **SENIOR CITIZENS** BUDGET
 FISCAL YEAR ENDING SEPTEMBER 30, 2025

		FY 2022-2023	FY 2023-2024		FY 2024-2025
		ACTUAL	BUDGET	PROJECTED	PROPOSED
REVENUE					
425-1000	INTEREST EARNED	223	50	161	50
425-1200	GRANT REIMBURSEMENT	73,685	79,718	79,494	102,000
TOTAL REVENUE		73,908	79,768	79,655	102,050
EXPENDITURES					
525-01100	SALARIES EXPENSE	44,568	46,336	46,336	62,959
525-01500	OVERTIME	73	250	250	250
525-02100	PAYROLL TAXES - FICA	2,732	2,889	2,850	3,904
525-02105	PAYROLL TAXES MEDICARE	639	675	675	913
525-02106	HEALTH & OTHER BENEFITS	8,863	8,918	10,633	10,790
525-02107	PAYROLL TAXES TWC	15	135	15	246
525-02150	RETIREMENT EXPENSE	3,166	3,266	3,266	3,301
525-02160	WORKERS COMPENSATION INSURANCE	105	110	125	126
525-02210	OTHER INS	62	61	65	61
525-04100	OFFICE SUPPLIES	-	3,039	1,500	3,976
525-05100	TELEPHONE	1,539	1,527	1,600	1,600
525-05110	ELECTRICITY	4,144	4,100	4,700	4,700
525-05130	UTILITIES-SENIOR CENTER	636	630	674	674
525-07100	FUEL	1,247	1,500	1,500	1,500
525-08100	VEHICLE REPAIRS & MAINTENANCE	515	732	1,200	1,200
525-11110	BUILDING MAINTENANCE	825	900	891	900
525-12100	BUILDING INSURANCE	3,005	3,050	3,005	3,050
525-12110	LIABILITY INSURANCE	1,636	1,650	1,886	1,900
TOTAL EXPENSES		73,769	79,768	81,170	102,050
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES		139	-	(1,515)	-