

**Retainage Release-Audit Report
DRAINAGE DISTRICT**

Date: 06/08/2010
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

- A. Submittal and presentation of the Hidalgo County Drainage District No. 1 Financial Audit Report for 2009.
- B. Request approval to rescind action from April 27, 2010 item 6c relating to DHS 0-6BC Payment Request No. 18.
- C. Request approval of Cooperative Agreement DHS-CBP-08-112-001 Amendment 004 between Hidalgo County Drainage District No. 1 and Department of Homeland Security.
- D. Authorization to release an additional 25% retainage from DHS Segment 0-7 on the Contract with SER Construction Partners, LTD.
- E. Authorization to release additional retainage on the Contracts with Ballenger Construction Company on the following DHS Segments:
 - 1. DHS Segment 0-4A
 - 2. DHS Segment 0-4C
 - 3. DHS Segment 0-5
 - 4. DHS Segment 0-6A

BACKGROUND

Fiscal Impact

Attachments

Link: [Cooperative Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/04/2010 10:33 AM	APRV
2	Perla Lopez	Perla Lopez	06/04/2010 03:30 PM	APRV
3	Final Approval		06/04/2010 05:12 PM	NEW

Form Started By: Minerva Luna

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**Homeland
Security**

FEDERAL FINANCIAL ASSISTANCE AWARD

1	AWARD TYPE	2	AWARD NUMBER	3	AMENDMENT NUMBER
	Cooperative Agreement		DHS-CBP-08-112-001		A004
4	RECIPIENT	5	ISSUED BY		
	Hidalgo County Drainage District No. 1 902 N. Doolittle Edinburg, TX 78541		U.S. Department of Homeland Security U.S. Customs and Border Protection Enterprise Contracting Office 1901 S. Bell St. Suite 800B Arlington, VA 20598		
6	APPLICATION TITLE & DATE				
	Title: Hidalgo County Border Infrastructure Improvement Program Dated: 05/02/2008, and Amended Application dated 09/26/08				
7	AWARD PERIOD	8	FISCAL DATA		
	Total Program Period: 05/02/2008 through 03/01/2011 Funding Period: 05/02/2008 through 03/01/2011 Effective Date: 05/02/2008 Amendment A001 Effective Date: 09/30/2008 Amendment A002 Effective Date: 11/04/2008 Amendment A003 Effective Date: 09/22/2009 Amendment A004 Effective Date: 06/03/2010		Fiscal Data through Amendment A004 Appropriation No. FY 2009 70X0533 Federal Obligations: (unchanged) From: \$151,974,062.64 To: \$161,974,062.64 Total Federal Share: (unchanged) \$174,474,062.63 Non-Federal Share: (unchanged) \$ 58,166,594.00 Total Project Amount: (unchanged) \$232,640,656.63		
9	RECIPIENT CONTACT	10	GRANT OFFICER		
	Godfrey Garza Program Manager Hidalgo County Drainage District No. 1 Phone: (956) 292-7080		Tiffany T. Hixson Executive Director Enterprise Contracting Office Procurement Directorate U.S. Customs and Border Protection Phone: 571-468-7100		

DEPARTMENT OF HOMELAND SECURITY

**HIDALGO COUNTY
BORDER INFRASTRUCTURE
IMPROVEMENT PROJECT**

TERMS AND CONDITIONS

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DEPARTMENT OF HOMELAND SECURITY

COOPERATIVE AGREEMENT

TERMS AND CONDITIONS

PROGRAM NAME: Hidalgo County Border Infrastructure Improvement Project

CFDA: 97.112

AWARD RECIPIENT: Hidalgo County Drainage District No. 1 (HCDD No. 01)

AGREEMENT NO: DHS-CBP-08-112-001

AMENDMENT NO: A004

ARTICLE I – AUTHORIZATION

- A. Homeland Security Act of 2002, Public Law 107-296, as amended
- B. Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Public Law 104-208, as amended
- C. Federal Cooperative Agreements Act, as amended
- D. Secure Fence Act of 2006, as amended
- E. DHS Notice of Determination, dated April 1, 2008, related to Hidalgo County Border Infrastructure Improvement, published in the Federal Register dated April 8, 2008
- F. Memorandum of Understanding between the International Boundary and Water Commission and U.S. Customs and Border Protection dated January 18, 2008
- G. Memorandum of Understanding between the International Boundary and Water Commission (IBWC) and Hidalgo County Drainage District No. 1, (MOU No. IBM 07A011) dated October 5, 2007
- H. Memorandum of Agreement for Environmental Coordination and Review between the Department of Interior and U.S. Customs and Border Protection dated January 18, 2008

ARTICLE II – PROGRAM NARRATIVE DESCRIPTION

Securing the Border: A Priority for DHS. For at least the past decade, illegal entry into the United States along our southwestern border has been a significant problem. The flow of illegal traffic through the border

region imperils our ability to fight terrorism by stopping the illegal entry of terrorists, and exposes our border communities—and the rest of the United States—to the ill effects of drug smuggling, human smuggling, and gang activity. Illegal border traffic has also caused severe and profound impacts to the environment.

Congress's Mandate. Mindful of these things, Congress called upon the Department of Homeland Security (DHS) to construct—in the most expeditious manner possible—the infrastructure necessary to deter and prevent illegal entry on our southwestern border, including pedestrian and vehicle fencing, roads, and virtual detection technology. Section 102(b) of the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) requires installation of fencing, barriers, roads, lighting, cameras, and sensors on not less than 700 miles of the southwestern border. This total includes 370 miles of priority pedestrian fencing to be completed in 2008, in areas most practical and effective in deterring smugglers and aliens attempting to gain illegal entry into the United States.

Hidalgo County Border Infrastructure Improvement Project. There is presently a need to construct fixed barriers and roads in conjunction with improvements to an existing levee system in the vicinity of the border of the United States as a joint effort with Hidalgo County, Texas.

This project is funded to support border security protection enhancements of the Rio Grande River Lower Valley Levee Improvement Project.

The Award Recipient shall perform the work described in the Program Narrative Statement entitled *Hidalgo County Border Infrastructure Improvement Project* which is included by reference as part of the application package approved by DHS on May 2, 2008, and Amendment A001 dated 09/30/2008.

ARTICLE III – PERFORMANCE PERIOD/BUDGET PERIOD

- A. Project Period:** The “*substantial project completion*” period shall be from May 2, 2008 to June 1, 2010. The “*full project completion*” period shall be from May 2, 2008 through March 1, 2011.
- B. Budget Period:** The budget period shall be from May 2, 2008 to March 1, 2011.
- C. Costs:** The Recipient shall only incur costs or obligate funds within the budget period for approved activities within the approved performance period.

ARTICLE IV – AMOUNT OF FUNDING

- A. Approved Budget:** The initial agreement’s budget, dated May 2, 2008, was approved for \$113,866,594, including a federal share of \$65,700,000 and recipient share of \$48,166,594.

The amendment application submitted on September 26, 2008, requested a total project budget of \$232,640,656.63, including a federal share of \$174,474,062.61 and recipient share of \$58,166,594.03. The request, in total, is approved as detailed in Attachment No. 1.

The DHS share of the approved budget is for the sole purpose of funding the border security protection enhancements of the Rio Grande River Lower Valley Levee Improvement Project.

B. Share of Project Costs:

1. It has been determined that it is not practical/feasible to segregate all costs associated with building the border barrier from the cost associated with completing the levee improvement project. As such, the parties agree to share some costs associated with building the border barrier based on the major cost elements and maximum budgeted amounts for both the federal and recipient's share of each segment, reference Attachment 1.
2. Non-monetary support in the form of fencing materials will be provided by U.S. Customs and Border Protection (CBP) for those areas of the infrastructure project that require incorporation of unique fencing required by the federal government. CBP will provide steel fencing materials for an estimated total cost not to exceed \$12,500,000.
3. In-kind contributions of \$10,000,000 will be provided by the recipient for transportation of federally provided fencing materials, cutting and installing of bollards, and provision and installation of guard rails.
4. Engineering costs incurred after May 2, 2008, must be validated with source documentation. Allowable and documented costs will be shared 50%/50% between DHS and the recipient up to the maximum amount for this cost element as indicated in Attachment 1.

C. Eligible Costs:

1. Costs are subject to OMB Circular A-87, Cost Principles for State, Local and Tribal Governments.
2. All changes to the budget and subcontracts under this agreement must be submitted for review and approval in writing by DHS.
3. Cost underruns will be deobligated when the award is closed or terminated.
4. DHS will be notified as early as practicable regarding potential and/or actual cost overruns. Authorization for any cost increase or decrease must be submitted for review and approval in writing by DHS.
5. Costs will be paid for approved and actual costs incurred after May 2, 2008 which are supported by source documentation.
6. Hidalgo County Drainage District No. 1 (HCDD No. 1) shall segregate the costs associated with building the 20.11 miles of the border infrastructure improvement project from all other costs associated with other HCDD levee improvement projects.

D. Undocumented Labor. Neither DHS nor non-DHS funds associated with this award can be used to reimburse costs for undocumented labor by either the Recipient or any Subrecipient.

E. Maintenance and Insurance. Costs pertaining to maintenance and liability insurance of the project is the responsible of Hidalgo County.

ARTICLE V – SUBSTANTIAL FEDERAL INVOLVEMENT

The DHS, CBP, International Boundary and Water Commission (IBWC), and U.S. Army Corp of Engineers (USACE) will participate in the implementation of the project by:

- A. Providing architect and design approvals through technical advisors.
- B. Approving sub-awards/sub-contracts and changes to contract and sub-contracts prior to execution.
- C. Monitoring the progress and expenditure of costs of the project will be conducted through an on-site joint program reviews, and through review and approval of payments.
- D. Consulting and concurring on modifications to the project or implementation plan.

ARTICLE VI - PAYMENT

- A. When possible, payments will be submitted by cost category listed in the approved budget.
- B. The Recipient shall be paid advancements or reimbursements by submitting a SF 270, *Request for Advancement*, to the Grants Officer for approval. Once approved, by the DHS Grant Officer, the Recipient may withdraw funding in the amount approved on the SF 270.
- C. Payments are processed through the electronic payment system sponsored by the U.S. Department of Health and Human Services (HHS) Payment Management System (SMARTLINK).
- D. Withdrawal may only be processed for immediate cash needs in compliance the with cash management requirements listed at 44 CFR Part 13.21 Payment.
- E. Overpayment and Earned Interest:
 - 1. Overpayment. Within ninety (90) days from the expiration date of the Performance Period, overpayment of funds must be coordinated with the HHS Payment Management System (SMARTLINK). An overpayment represents the difference between allowable actual expenditures and total DHS payment received by the Recipient.
 - 2. Interest Earned: In the event that advanced payments generate interest, it must be remitted promptly but at least quarterly to the DHS. The Recipient may keep \$100 per year for administrative expenses in relationship to interest earned.

ARTICLE VII – FINANCIAL REPORTS

- A. **Quarterly Reports**: The Recipient shall submit quarterly Financial Status Reports on an SF 269 - Financial Status Report, within 30 days after the end of each reporting period: July 30, October 30, January 30 and April 30.
- B. **Final Report**: The final Financial Status Report is due 90 days from the expiration date of the period of performance.

- C. Final Payment/Unexpended Funds:** Within 90 days from the expiration date of the period of performance, the Recipient shall pay all unliquidated obligations and shall report unexpended funds to the Grant Officer. The Grant Officer will process the deobligation of unexpended funds.
- D. Cash Transaction Report:** The Recipient shall submit a copy of the Cash Transaction Report (SF 272) submitted to HHS to the Grant Officer as the reports are submitted to HHS.
- E. Report Submission:** U.S. Department of Homeland Security
U.S. Customs and Border Protection
Secure Border Initiative Acquisition Office, Room 7.2A
Attn: Tiffany T. Hixson, Executive Director
1300 Pennsylvania Avenue NW
Washington, DC 20229

ARTICLE VIII – PERFORMANCE REPORTS

Performance Reports will include the following:

- A. Site Visits:** DHS, including CBP, IBWC, and USACE through authorized representatives, have the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required in completion of the project. If a site visit is made by DHS, including CBP, on the premises of the Recipient, Subrecipient or Contractor under this award, the Recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.
- B. Quarterly Reports:** The Recipient shall submit quarterly Performance Reports that summarize the accomplishments to CBP within 30 days after the end of each calendar quarter: July 30, October 30, January 30 and April 30.
- C. Final Report:** The final progress report is due to CBP within 90 days after the expiration date of the performance period. The final progress report will consolidate and summarize all prior reports and include technical reports and other products developed under this grant.
- D. Report Submission:** U.S. Department of Homeland Security
U.S. Customs and Border Protection
Secure Border Initiative Acquisition Office, Room 7.2A
Attn: Tiffany T. Hixson, Executive Director
1300 Pennsylvania Avenue NW
Washington, DC 20229

ARTICLE IX – GRANT AGREEMENT OFFICIALS

Officials for the Grant Agreement are as follows:

- A. Project Manager:** The Project Manager (PM), designated by the Recipient, is responsible for performance of the activities approved in the agreement.

The Project Manager is: Godfrey Garza
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78541

Telephone: (956) 292-7086
E-Mail: g.g@hcddl.org

B. DHS Grant Officer: The DHS Grant Officer (AO) is the DHS official who has full authority to negotiate, administer and execute all business matters of the Grant.

The DHS Grant Officer is: Tiffany T. Hixson

Address: U.S. Department of Homeland Security
U.S. Customs and Border Protection
Secure Border Initiative Acquisition Office, Room 7.2A
1300 Pennsylvania Avenue NW
Washington, DC 20229

Telephone: 202-344-2500
Fax: 202-344-2720
E-Mail: tiffany.t.hixson@cbp.dhs.gov

ARTICLE X – GRANT AMENDMENTS

All budget and program plan revisions shall be in compliance with OMB Circular A-102 Grant and Cooperative Agreement to States, Local and Indian Tribal Governments and OMB Circular A-87 Cost Principals for State, Local, and Indian Tribal Governments. Under these requirements, the Recipient shall submit written requests and receive written approval prior to implementation for the following amendments:

A. Budget Revisions

1. Transfers of funds between cost categories in the approved budget.
2. Transfer of funds to entities, except those identified in the approved application.
3. Need for additional funds. CBP is not authorized to provide or obligate additional funds prior to the submission and approval of an additional funding request, satisfactory performance, and availability of funds.

B. Change of Scope

1. Any revision of the scope or objective of the approved project (regardless of whether there is an associated budget revision) must be submitted for Grant Officer approval prior to implementation.
2. Key persons when specified as a condition of the award.
3. Revisions to third party participation when specified in the award.

ARTICLE XI – AUDIT REQUIREMENTS

Recipients and Subrecipients are subject to the audit requirements under OMB Circular No. A-133 -- Audits of States, Local Government, and Non-Profit Organizations. Non-Federal entities that expend \$500,000 or more Federal funds in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

ARTICLE XII – OTHER TERMS AND CONDITIONS

The other terms and conditions of the agreement are as follows:

A. The Davis Bacon Act.

B. Trafficking in Persons: In compliance with the Federal Register, Vol.72, Page 63783, November 13, 2008, 2 CFR 175:

"I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or sub-awards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

- b. *Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—*
1. *Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or*
 2. *Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—*
 - i. *Associated with performance under this award; or*
 - ii. *Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].*
- c. *Provisions applicable to any recipient.*
1. *You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.*
 2. *Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:*
 - i. *Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and*
 - ii. *Is in addition to all other remedies for noncompliance that are available to us under this award.*
 3. *You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.*
- d. *Definitions. For purposes of this award term:*
1. *"Employee" means either:*
 - i. *An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or*
 - ii. *Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.*
 2. *"Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.*

3. *“Private entity”:*

i. *Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.*

ii. *Includes:*

A. *A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).*

B. *A for-profit organization.*

4. *“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the —meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).”*

F. Copyright: The Recipient is free to copyright original work developed in the course of or under this agreement. DHS, including CBP, reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work performed under this agreement for Federal government purposes. Publications resulting from work performed under this agreement shall include an acknowledgement of financial support from DHS and include a statement that the publication does not necessarily reflect the DHS views.

G. Publications and Acknowledgement of Sponsorship:

1. One copy of each article planned for publication will be submitted to the DHS Project Officer prior to submission publication. Following publication, a copy of each published paper shall be submitted to the DHS Project Officer.
2. The Recipient agrees that when releasing information relating to this agreement, the release shall include a statement that the project or effort undertaken was or is sponsored by the Department of Homeland Security.
3. Disclaimer: The Recipient is responsible for assuring that every publication submission (including World Wide Web pages) based on or developed under this agreement, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: “Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of Homeland Security.”
4. For the purpose of this requirement, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings and symposia.
5. Publications: In compliance with the Section 623 of the Treasury, Postal Service, and General Government Appropriations Act, 1993, and reenacted in Section 621 of the fiscal year 1994 Appropriations Act requires that all recipients disclose the amount and percentage of Federal funding

and funding from non-governmental sources when making public announcements about Federally-funded projects in the amount of \$500,000 or more.

- H. Patent Rights:** Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."
- I. Refunds:** The Recipient shall transfer to DHS the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts, excluding liquidated damages, arising from performance of this agreement, along with accrued interest. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with DHS in any claim or suit in connection with amounts due.
- J. Program Income:** Program income is income earned as a result of Recipient or Subrecipient supported activity, or earned as a result of the grant agreement during the Period of Performance. Program income shall be added to the funds under this agreement and shall be used to expand the approved program activities. The Recipient shall submit a written list of expanded activities to be accomplished as a result of the Program Income funds. The list shall be submitted to CBP for review and the approval within 30 days of receipt of program income.
- K. Liquidated Damages:** Liquidated damages paid to the recipient in any amount shall be added to the funds under this agreement.
- L. Award Recipient-Acquired Property:** Title to all nonexpendable tangible property purchased by the Recipient with funds under this award shall be vested in the Recipient upon purchase, unless otherwise stated in this award, without further obligation to the Government.
- M. Controlled Unclassified Information:** The parties understand that information and materials provided pursuant to or resulting from this agreement may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The Recipient is responsible for compliance with all applicable laws and regulations. Nothing in this agreement shall be construed to permit any disclosure in violation of those restrictions.
- N. Activities Abroad:** The Recipient shall assure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The agency does not assume responsibility for Recipient compliance with the laws and regulations of the country in which the activities are to be conducted.
- O. Travel**
1. Domestic: Travel related to the approved project must be in compliance with OMB Circular A-87, Cost Principles.
 2. Foreign: Foreign travel is not allowed under this award.
- P. Cargo Preference:** The Recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which Cooperative Agreement No. DHS-CBP-08-112-001 through Amendment A004 dated 06/03/2010

require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

- Q. Fly America Act:** Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

ARTICLE XIII – NONDISCRIMINATION

- A.** The Recipient and any program assisted thereby are subject to the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the regulations issued pursuant thereto and the Assurance of Compliance which the Recipient has filed with DHS. No person on the basis of race, color, national origin, or handicap shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under the agreement. In addition, if the project involves an education activity or program, as defined by Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1686), no person on the basis of sex shall be excluded from participation in the project. Further, by acceptance of the agreement, the Recipient assures DHS that it will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
- B.** The Recipient shall obtain from each organization that applies to be or serves as a Subrecipient, Subawardee or Subcontractor under (for other than the provision of commercially available supplies, materials, equipment or general support services) an Assurance of Compliance with Title VI of the Civil Rights Act of 1964. Civil Rights Act assurances may be filed with the Recipient in one of two ways:
1. By written notification that the appropriate Assurance of Compliance form has been executed and filed either with DHS or the U.S. Department of Health and Human Services; or
 2. The Recipient shall obtain assurances pursuant to Section 504 of the Rehabilitation Act of 1973, as amended, from Subrecipients by incorporating into the Subagreement a provision that acceptance of the Subagreement constitutes assurance.
- C.** The Recipient agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event the Recipient passes on DHS financial assistance to Subrecipients, this provision shall apply to the Subrecipients, and the instrument under which the Federal financial assistance is passed to the Subrecipient shall contain a provision identical to this provision.

ARTICLE XIV – GOVERNING PROVISIONS

The Recipient and any Subrecipient shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. OMB Circular A-110 Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99)
2. OMB Circular A-102 State and Local Governments (10/07/94, amended 08/29/97)

B. Cost Principles

1. OMB Circular A-21, Educational Institutions (08/08/00)
2. OMB Circular A-87 State and Local Governments (05/04/95, amended 08/29/97)
3. OMB Circular A-122 Non-Profit Organizations (05/19/98)

C. Audit Requirements

1. A-133, States, Local Governments, and Non-Profit Organizations

D. Grant Application

1. The grant application received on May 2, 2008 and approved by DHS CBP and the Secure Border Initiative Acquisition Office on May 2, 2008.
2. The amended application received September 26, 2008, and approved by DHS CBP and the Secure Border Initiative Acquisition Office on September 30, 2008 and November 4, 2008

Attachment No. 1

Budget Revisions Through A004

Hidalgo Cooperative Agreement
Cost Share (no contingencies)
 \$ 40,317.00

Original Agreement (May 2, 2008)

Agency	Construction & Engineering Costs	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
HCDD	\$ 48,166,594.00	\$ -	NA	\$ -	\$ 48,166,594.00
DHS CBP	\$ 53,200,000.00	\$ -	NA	\$ 12,500,000.00	\$ 65,700,000.00
Total	\$ 101,366,594.00	\$ -	NA	\$ 12,500,000.00	\$ 113,866,594.00

Federal Obligations Required	
Construction & Engineering	
Costs:	\$ 101,366,594.00
Hidalgo Contribution:	\$ (48,166,594.00)
DHS Previously Obligated:	\$ (65,700,000.00)
Funds Remaining on CA:	\$ 12,500,000.00

Cost Share by Agency for Amendment 01

Agency	Construction Cost Contribution	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
Hidalgo HCDD #1	\$ 31,253,127.34	\$ 7,856,787.67	\$ 5,705,224.88	\$ -	\$ 44,815,139.89
DHS CBP	\$ 119,214,038.91	\$ -	\$ 5,705,224.88	\$ 9,820,984.58	\$ 134,740,248.38
Total	\$ 150,467,166.25	\$ 7,856,787.67	\$ 11,410,449.76	\$ 9,820,984.58	\$ 179,555,388.27

Federal Obligations Required	
Construction & Engineering	
Costs:	\$ 161,877,616.01
Hidalgo Contribution:	\$ (44,815,139.89)
DHS Previously Funded:	\$ (65,700,000.00)
Funds Required:	\$ 51,362,476.13
Total DHS Funding Provided:	\$ 117,062,476.13

Hidalgo's contribution of \$48,166,594 plus \$10,000,000 of in-kind construction work is prorated based on the projected total cost of project
 -- Assumes Hidalgo share of construction costs is 20.770729% -- this is based on the projected construction cost share for Hidalgo referenced in the second column below.

Project Miles thru Mod 01 \$ 15.80

Cost Share by Agency for Amendment 02

Agency	Construction Cost Contribution	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
Hidalgo HCDD	\$ 40,436,589.86	\$ 10,000,000.00	\$ 7,730,004.14	\$ -	\$ 58,166,594.00
DHS CBP	\$ 154,244,058.49	\$ -	\$ 7,730,004.14	\$ 12,500,000.00	\$ 174,474,062.63
Total	\$ 194,680,648.35	\$ 10,000,000.00	\$ 15,460,008.28	\$ 12,500,000.00	\$ 232,640,656.63

Federal Obligations Required	
Construction & Engineering	
Costs:	\$ 210,140,656.63
Hidalgo Contribution:	\$ (58,166,594.00)
DHS Previously Funded:	\$ (65,700,000.00)
	\$ (51,362,476.13)
Funds Required:	\$ 34,911,586.51
Total DHS Funding Provided:	\$ 151,974,062.63
Actual Total DHS Funds Obligated	\$ 161,974,062.63

Hidalgo's Contribution: \$48,166,594 plus \$10,000,000 of in-kind construction work

Total Project Miles \$ 20.11

Cost Share by Agency for Amendment 03

Agency	Construction Cost Contribution	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
Hidalgo HCDD #1	\$ 40,436,589.86	\$ 10,000,000.00	\$ 7,730,004.14	\$ -	\$ 58,166,594.00
DHS CBP	\$ 154,244,058.49	\$ -	\$ 7,730,004.14	\$ 12,500,000.00	\$ 174,474,062.63
Total	\$ 194,680,648.35	\$ 10,000,000.00	\$ 15,460,008.28	\$ 12,500,000.00	\$ 232,640,656.63

Federal Obligations Required	
Construction & Engineering	
Costs:	\$ 220,140,656.63
Hidalgo Contribution:	\$ (58,166,594.00)
DHS Previously Funded:	\$ (65,700,000.00)
	\$ (51,362,476.13)
	\$ (34,911,586.51)
Funds Required:	\$ 10,000,000.00
Total DHS Funding Provided:	\$ 161,974,062.63
Actual Total DHS Funds Obligated	\$ 161,974,062.63

Hidalgo's Contribution: \$48,166,594 plus \$10,000,000 of in-kind construction work

Total Project Miles \$ 20.11

Cost Share by Agency for Amendment 04

Agency	Construction Cost Contribution	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
Hidalgo HCDD #1	\$ 40,436,589.86	\$ 10,000,000.00	\$ 7,730,004.14	\$ -	\$ 58,166,594.00
DHS CBP	\$ 154,116,447.35	\$ -	\$ 7,857,615.29	\$ 12,500,000.00	\$ 174,474,062.63
A004 Budget	\$ 194,553,037.20	\$ 10,000,000.00	\$ 15,587,619.43	\$ 12,500,000.00	\$ 232,640,656.63

Federal Obligations Required	
Construction & Engineering	
Costs:	\$ 210,140,656.63
Hidalgo Contribution:	\$ (58,166,594.00)
DHS Previously Funded:	\$ (65,700,000.00)
	\$ (51,362,476.13)
	\$ (34,911,586.51)
	\$ (10,000,000.00)
Funds Required:	\$ -
Total DHS Funding Provided:	\$ 161,974,062.63
Actual Total DHS Funds Obligated	\$ 161,974,062.63

Hidalgo's Contribution: \$48,166,594 plus \$10,000,000 of in-kind construction work

Total Project Miles \$ 20.11

Attachment No. 2 Amendment A004 Budget Reallocation

Cost Share by Agency for Amendment 04

DHS Budget as of April 15, 2010

A003 Budget	\$ 194,680,648.35	\$ 10,000,000.00	\$ 15,460,008.28	\$ 12,500,000.00	\$ 232,640,656.63
DHS Authorized Payments	(188,468,053.95)	(10,000,000.00)	(15,301,749.30)	(12,500,000.00)	(226,269,803.25)
Remaining Budget	\$ 6,212,594.40	\$ -	\$ 158,258.98	\$ -	\$ 6,370,853.38

HCDD Actual Costs as of April 15, 2010

A003 Budget	\$ 194,680,648.35	\$ 10,000,000.00	\$ 15,460,008.28	\$ 12,500,000.00	\$ 232,640,656.63
DHS Authorized Payments	(188,468,053.95)	(10,000,000.00)	(15,301,749.30)	(12,500,000.00)	(226,269,803.25)
Pending Work Authorizations*	\$ -	\$ -	(4,799,870.13)	\$ -	(4,799,870.13)
Actual Cost as of 4/15/10	(188,468,053.95)	(10,000,000.00)	(20,101,619.43)	(12,500,000.00)	(231,069,673.38)
Underrun/Overrun	\$ 6,212,594.40	\$ -	(4,641,611.15)	\$ -	\$ 1,570,983.25
Recovery of Liquidated Damages	\$ 4,514,000.00	\$ -	\$ -	\$ -	\$ 4,514,000.00
A003 Budget + LD	\$ 199,194,648.35	\$ 10,000,000.00	\$ 15,460,008.28	\$ 12,500,000.00	\$ 237,154,656.63
Underrun/Overrun w/ LD	\$ 10,726,594.40	\$ -	(4,641,611.15)	\$ -	\$ 6,084,983.25

*Pending Work Authorizations includes damages incurred by the recipient.

A003 Total Budget	194,680,648.35	10,000,000.00	15,460,008.28	12,500,000.00	232,640,656.63
DHS Authorized Payments as of 4/15/10	(188,468,053.95)	(10,000,000.00)	(15,301,749.30)	(12,500,000.00)	(226,269,803.25)
Pending Work Authorizations*	\$ -	\$ -	(4,799,870.13)	\$ -	(4,799,870.13)
Available/Overrun as of 4/15/10	\$ 6,212,594.40	\$ -	(4,641,611.15)	\$ -	\$ 1,570,983.25
Actual Cost as of 4/15/10	(188,468,053.95)	(10,000,000.00)	(20,101,619.43)	(12,500,000.00)	(231,069,673.38)
Engineering Overrun Adjustment	\$ -	\$ -	4,641,611.15	\$ -	4,641,611.15
DHS Authorized Payments as of 5/20/10	(188,468,053.95)	(10,000,000.00)	(20,101,619.43)	(12,500,000.00)	(231,069,673.38)
Total Cost Contribution 5/20/2010	194,680,648.35	10,000,000.00	20,101,619.43	12,500,000.00	237,282,267.78
Recovery of Liquidated Damages (LD)	\$ -	\$ -	(4,514,000.00)	\$ -	(4,514,000.00)
Costs Offset by LD	194,680,648.35	10,000,000.00	15,587,619.43	12,500,000.00	232,768,267.78
Construction Adjustment	(127,611.15)	\$ -	\$ -	\$ -	(127,611.15)
A004 Budget	194,553,037.20	10,000,000.00	15,587,619.43	12,500,000.00	232,640,656.63
Total Budget Change:	(127,611.15)	\$ -	127,611.15	\$ -	(0.00)
Available After Reallocation	6,084,983.25	\$ -	\$ -	\$ -	6,084,983.25

Attachment No. 3 Amendment A003 Approved Budget

Cost Share by Agency for Amendment 01

Agency	Construction Cost Contribution	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
Hidalgo HCDD #1	\$31,253,127.34	\$7,856,787.67	\$5,705,224.88	\$0.00	\$44,815,139.89
DHS CBP	\$119,214,038.91	\$0.00	\$5,705,224.88	\$9,820,984.58	\$134,740,248.38
Total	\$150,467,166.25	\$7,856,787.67	\$11,410,449.76	\$9,820,984.58	\$179,553,388.27

Hidalgo's contribution of \$48,166,594 plus \$10,000,000 of in-kind construction work is prorated based on the projected total funds required: \$51,362,476.13
 -- Assumes Hidalgo share of construction costs is 20.70729% -- this is based on the projected construction cost share for Hidalgo referenced in the second column below.

Subject Miles thru Mod 01 15.80

Cost Share by Agency for Amendment 02

Agency	Construction Cost Contribution	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
Hidalgo HCDD #1	\$40,436,589.86	\$10,000,000.00	\$7,730,004.14	\$0.00	\$58,166,594.00
DHS CBP	\$154,244,058.49	\$0.00	\$7,730,004.14	\$12,500,000.00	\$174,474,062.63
Total	\$194,680,648.35	\$10,000,000.00	\$15,460,008.28	\$12,500,000.00	\$232,640,656.63

Hidalgo's Contribution: \$48,166,594 plus \$10,000,000 of in-kind construction work

Total Project Miles 20.11

Cost Share by Agency for Amendment 03

Agency	Construction Cost Contribution	In-Kind Construction	Engineering Costs	Furnished Materials	Total Project Budget
Hidalgo HCDD #1	\$40,436,589.86	\$10,000,000.00	\$7,730,004.14	\$0.00	\$58,166,594.00
DHS CBP	\$154,244,058.49	\$0.00	\$7,730,004.14	\$12,500,000.00	\$174,474,062.63
Total	\$194,680,648.35	\$10,000,000.00	\$15,460,008.28	\$12,500,000.00	\$232,640,656.63

Hidalgo's Contribution: \$48,166,594 plus \$10,000,000 of in-kind construction work

Total Project Miles \$20.11

Federal Obligations Required
 Construction & Engineering Costs: \$161,877,616.01
 Hidalgo Contribution: -\$44,815,139.89
 DHS Previously Funded: -\$65,700,000.00

Funds Required: \$51,362,476.13
 Total DHS Funding Provided: \$117,062,476.13

Federal Obligations Required
 Construction & Engineering Costs: \$210,140,656.63
 Hidalgo Contribution: -\$58,166,594.00
 DHS Previously Funded: -\$65,700,000.00
 -\$51,362,476.13

Funds Required: \$34,911,586.51
 Total DHS Funding Provided: \$151,974,062.63
 Actual Total DHS Funds Obligated: \$161,974,062.63

Federal Obligations Required
 Construction & Engineering Costs: \$220,140,656.63
 Hidalgo Contribution: -\$58,166,594.00
 DHS Previously Funded: -\$65,700,000.00
 -\$34,911,586.51

Funds Required: \$10,000,000.00
 Total DHS Funding Provided: \$161,974,062.63
 Actual Total DHS Funds Obligated: \$161,974,062.63

**Attachment No. 4
Original Agreement, Amendment 1, & Amendment 2**

Original Agreement (May 2, 2006)						
Agency	Construction & Engineering Costs	In-Kind Construction	Engineering Costs	Furnished/Materials	Total Project Budget	Total Project Budget
Hidalgo HCDD#1	\$48,166,594	\$0.00	NA	\$0.00	\$48,166,594.00	\$48,166,594.00
DHS CBP	\$53,200,000	\$0.00	NA	\$12,500,000.00	\$65,700,000.00	\$65,700,000.00
Total	\$101,366,594	\$0.00	NA	\$12,500,000.00	\$113,866,594.00	\$113,866,594.00
Cost Share, Amendment A001 (September 30, 2006)						
Agency	Construction Contribution	In-Kind Construction	Engineering Costs	Furnished/Materials	Total Project Budget	Total Project Budget
Hidalgo HCDD#1	\$31,253,127.34	\$7,856,787.67	\$5,705,224.88	\$0.00	\$44,815,139.89	\$44,815,139.89
DHS CBP	\$119,214,038.91	\$0.00	\$5,705,224.88	\$9,820,984.58	\$134,740,248.38	\$134,740,248.38
Total	\$150,467,166.25	\$7,856,787.67	\$11,410,449.76	\$9,820,984.58	\$179,555,388.27	\$179,555,388.27
Cost Share, Amendment A002 (November 4, 2006)						
Agency	Construction Contribution	In-Kind Construction	Engineering Costs	Furnished/Materials	Total Project Budget	Total Project Budget
Hidalgo HCDD#1	\$40,436,589.86	\$10,000,000.00	\$7,730,004.14	\$0.00	\$58,166,594.00	\$58,166,594.00
DHS CBP	\$154,244,058.49	\$0.00	\$7,730,004.14	\$12,500,000.00	\$174,474,062.63	\$174,474,062.63
Total	\$194,680,648.35	\$10,000,000.00	\$15,460,008.28	\$12,500,000.00	\$232,640,656.63	\$232,640,656.63

AI-21438

5.

**Resolution authorizing the Resale of Foreclosed Real Estate Properties
DRAINAGE DISTRICT**

Date: 06/08/2010

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Submitted For: Perdue Brandon - Tax Attys.

Department: COMMISSIONERS' COURT EXEC. OFFICE

Information

CAPTION

Discussion and possible action on a Resolution authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

BACKGROUND

Fiscal Impact

Attachments

Link: [bids](#)

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 08:02 AM	APRV
2	Perla Lopez	Perla Lopez	06/04/2010 03:35 PM	APRV
3	Final Approval	Angela Garcia	06/04/2010 05:12 PM	APRV

Form Started By: Monica Badillo
Started On: 06/01/2010 04:33 PM

Final Approval Date: 06/04/2010

TAX RESALE BIDS

November 2009 Auction

Perdue, Brandon, Fielder, Collins & Mott, LLP

Attorneys At Law

In Association With The

Law Office of John David Franz

HIDALGO COUNTY
NOVEMBER 21, 2009 TAX RESALE

SUIT NUMBER	LEGAL DESCRIPTION	STARTING BID	AMOUNT OF BID	HIDALGO COUNTY AMOUNT	SCHOOL DISTRICT
T-562-01-B 1	Lot 8, Block 29, Original Townsite, City of Donna	\$18,150	\$13,500	\$2,134.00	Donna ISD
T-562-01-B 2	Lot 9, Block 29, Original Townsite, City of Donna	\$48,400	\$23,000	\$4,034.00	Donna ISD
T-235-04-A 3	Lot 6, Johnson & Jones Dev. Co. Subd. of Lot 3, Block 54, Lott Town & Improvement Co. Subd., Donna and carried on tax rolls as McClellan Subd. a/k1a McClellan Subd. No. 1	\$8,250	\$2,900	\$287.91	Donna ISD
T-017-06-H 4	Lot 27, Block 2, Tierra Prieta Subd.	\$33,240	\$19,000	\$2,749.92	Donna ISD
T-1061-06-H 5	Lot 12, Block 10, ROW Subd., an addition to the City of Donna	\$19,080	\$3,800	\$353.02	Donna ISD
T-288-08-A 6	Lot 30, Ls Casa Real Subd.	\$16,610	\$4,200	\$218.52	Donna ISD
T-805-97-G 7	Lots 3 and 4, Block 32, City of Edcouch	\$30,320	\$11,500	\$2,290.08	Edcouch-Elsa ISD
T-817-97-E 8	Lots 20, 21 and 22, Block 16, Original Townsite of Edcouch	\$56,150	\$40,000	\$9,825.75	Edcouch-Elsa ISD
T-381-03-C 9	1 acre, more or less, being a portion of Farm Tract 524, West Tract Subd., SAVE & EXCEPT, that certain .416 acre, leaving a residue of .584 acre, more or less	\$13,270	\$4,600	\$703.35	Edcouch-Elsa ISD
T-323-04-H 10	Lot 12, Block 18, Colonia Juarez, addition to the City of Edcouch	\$15,630	\$4,000	\$708.16	Edcouch-Elsa ISD
T-325-04-A 11	Lots 9 and 10, Block 6, Original Townsite to the City of Edcouch	\$9,450	\$2,500	\$313.20	Edcouch-Elsa ISD
T-1335-04-C 12	Lots 15 and 16, Block 27, Employers Reinsurance Corp. of North Elsa Resubd. Part Two, an the City of Elsa and carried as Lots 15 and 16, Block 27, Townsite of Elsa	\$19,660	\$4,600	\$706.86	Edcouch-Elsa ISD
T-094-05-D 13	Lots I through 12, Block 6, McKee Subd. No 2, City of Elsa	\$100,800	\$21,000	\$3,971.52	Edcouch-Elsa ISD
T-189-05-1 14	Lot 5, Block 4, Chandler's Addition, City of Elsa	\$22,180	\$3,700	\$294.00	Edcouch-Elsa ISD
T-058-07-D 15	The West 25 ft. of Lot 12 and All of Lots 13 and 14, Block 60, Original Townsite Addition, Town	\$44,920	\$8,000	\$1,598.48	Edcouch-Elsa ISD
T-150-07-D 16	Lot 16 and the North 3 ft. of Lot 15, Block 24, Original Townsite, City of Edcouch	\$13,110	\$2,800	\$314.64	Edcouch-Elsa ISD
T-576-07-E 17	Lot 1,2 and 3, Block 10, Colonia Juarez Subd.	\$25,860	\$3,750	\$584.55	Edcouch-Elsa ISD
T-948-07-A 18	Lot 3, Block 3, North Elsa Subd. No.7, SAVE & EXCEPT however the North 100 ft.	\$20,060	\$2,500	\$75.20	Edcouch-Elsa
T-1074-07-D 19	Lot 3, Block I, Bar Subd., Unit 3	\$21,100	\$5,000	\$836.16	Edcouch-Elsa ISD

T-1142-04-H 20	Tract 1: A 0.50 acre tract of land, more or less, out of the West 112 of Lot 11, Section 266, Texas Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded Volume 2, Page 29, Map Records, Hidalgo County, Texas, and more particularly described as that deed dated June 30, 1997 from Juanita Garza to Jackie Garza, et ai, recorded in Document 608115, Official Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-16) and Tract 2. 2.29 acre tract of land, more or less, out of the West 258.32 feet of the East 516.64 feet of the South feet of Lot 11, Section 266, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-31)	\$30,700	\$7,000	\$1,328.60	Edinburg CISD
T-750-05-C 21	Lot 7, Block 2, Fountain Park Subd., Unit I, an addition to the City of Edinburg	\$21,350	\$7,100	\$1,149.98	Edinburg CISD
T-909-05-I 22	Lot 1 and 2, Block 7, Original Townsite Addition to the Town of Lull	\$8,400	\$3,000	\$245.41	Edinburg CISD
T-145-06-A 23	The North 10 acres of the South 20 acres of Lot 1, Block 31, Rio Grande Development Co. Subd., & EXCEPT; however, the following: (a) that certain 5 acres, in Volume 2419, Page 248 and (b) that 1 acre, leaving a residue of 4 acres, more or less	\$22,090	\$14,000	\$2,363.41	Edinburg CISD
T-464-06-E 24	.22 acre, more or less, situated int the Southwest corner of that certain 1.24 acres tract situated in Section 277, Texas-Mexican Railway Co. Survey	\$15,570	\$5,000	\$682.83	Edinburg CISD
T-1291-07-H 25	Lot 36, Block 4, Gernentz Subd.	\$23,380	\$10,500	\$1,710.87	Edinburg CISD
T-686-05-B 26	Lot 20, Block 1, Retama Terrace Addition, a resubd. of Lots 21 and 22, Block 2, C.E. Hammond's	\$16,250	\$10,800	\$2,329.04	McAllen ISD
T-511-06-G 27	Lot 1, Block 9, Balboa Acres	\$49,030	\$15,000	\$3,016.64	McAllen ISD
T-647-06-H 28	Lot 8, Block 5, La Paloma Addition	\$5,690	\$6,600	\$993.72	McAllen ISD
T-877-07-B 29	The East 13 ft. of the West 175 ft. of Lot 5, El Cazador Subd. Phase 1	\$36,820	\$7,500	\$1,491.55	McAllen ISD
T-277-08-H 30	The West Y, of Lot 49 and All of Lot 50, Block 2, Maravillas Subd. No. 1, an addition to the City of McAllen	\$31,450	\$18,000	\$2,304.15	McAllen ISD
T-821-04-B 31	Lot 7, Block 2, Garden Park Addition	\$23,430	\$7,000	\$914.76	Mercedes ISD
T-1126-04-A 32	Lot 21, Block 121, Wattson's Addition, City of Mercedes	\$21,770	\$11,000	\$1,701.00	Mercedes ISD
T-097-05-G 33	Lots 27 and 28, Block 56, Original Townsite, City of Mercedes	\$27,380	\$10,000	\$1,865.22	Mercedes ISD
T-479-05-B 34	Lot 21, Block 128, Subd. "A" Original Townsite of City of Mercedes	\$19,210	\$9,000	\$1,399.50	Mercedes ISD

T-087-07-H 35	1.00 acre, more or less, out of Lot 16, Bixby Subd.	\$13,350	\$3,100	\$430.65	Mercedes ISD
T-242-07-F 36	Lot 25, Block 133, Original Townsite Subd., addition to the City of Mercedes	\$15,870	\$3,000	\$340.29	Mercedes ISD
T-016-07-H 37	0.587 acre, more or less, being a portion of Lot 1, Block 46, Missouri- Texas Land and Irrig. Co.	\$16,130	\$7,500	\$1,424.40	Monte Alto ISD
T-213-02-F 38	Lot 32, Block 22, San Juan Townsite	\$16,250	\$10,000	\$1,568.26	PSJA ISD
T-1351-03-A 39	Lots 9 and 10, Block 114, Evans Resubd. of Lot 174, Kelly-Pharr Subd., City of Pharr	\$33,440	\$20,000	\$3,856.86	PSJA ISD
T-054-04-I 40	Lots 22 and 23, Block 7, Evans Subd. No.3	\$20,320	\$11,000	\$1,737.96	PSJA ISD
T-514-04-A 41	Lot 84, San Juan Del Norte Subd.	\$17,830	\$6,000	\$723.06	PSJA ISD
T-281-03-B 42	Tract 1: 0.52 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994 from Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413234, Official of Hidalgo County, Texas. (Account No. J5700-00-006-0002-05)	\$14,640	\$10,000	\$2,130.03	PSJA ISD
T-281-03-B 43	Tract 2: 0.55 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994, from Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413235, Official of Hidalgo County, Texas. (Account No. J5700-00-006-0002-06)	\$15,120	\$10,000	\$1,972.25	PSJA ISD
T-1001-04-B 44	Lot 4, Block 12, El Charro Subd.	\$24,650	\$5,000	\$974.70	PSJA ISD
T-1002-04-C 45	Tract I: Lot 43, Villa Del Rey Subd.	\$18,770	\$9,000	\$922.88	PSJA ISD
T-1002-04-C 46	Tract 2: Lot 68, Block 7, Hidalgo Park Estates	\$12,310	\$5,500	\$803.92	PSJA ISD
T-266-05-E 47	Tract 1: Lot 8, Block 4, McCreary Subd. Unit 1	\$7,940	\$5,000	\$885.36	PSJA ISD
T-266-05-E 48	Tract 2: Lot 9, Block 4, McCreary Subd. Unit 1	\$7,940	\$4,500	\$605.91	PSJA
T-357-05-F 49	Lot 17, 18, 19 Block 1, Stensbo Subd.	\$26,000	\$10,000	\$1,579.85	PSJA ISD
T-583-05-G 50	Lots 7 and 8, Block 50, Original Townsite, City of Alamo	\$32,930	\$18,000	\$3,484.11	PSJA ISD
T-1105-05-G 51	Lot 13, Block 11, Palm Vista, an addition to the City of San Juan	\$9,940	\$4,500	\$523.20	PSJA
T-358-06-G 52	Lot 7, Block 2, Salazar Subd. No.2, an addition to the City of San Juan	\$32,280	\$14,000	\$2,184.84	PSJA ISD
T-448-06-G 53	Lot 26, Block 31, Original Townsite, City of Pharr	\$6,270	\$3,000	\$168.91	PSJA
T-538-06-G 54	Lot 38 and 40, Sioux Terrace Subd.	\$27,560	\$7,500	\$811.36	PSJA ISD
T-541-06-A 55	Lot 17, Block 6, Small Subd. # 2	\$34,970	\$11,000	\$2,654.37	PSJA ISD
T-550-06-A 56	Lot 6, Block 9, Unit 1, Citrus Bay Subd., an addition to the City of Pharr	\$9,480	\$5,000	\$641.97	PSJA ISD

T-785-06-B 57	Lot 55, High School East Subd., an addition to the City of San Juan	\$12,860	\$6,500	\$1,011.37	PSJA ISD
T-1051-06-G 58	Lot 17, Block 20, Original Townsite, City of Alamo	\$22,620	\$10,000	\$3,294.58	PSJA ISD
T-125-07-C 59	Lot 12, Block 1, Colonia Buena Vista Subd.	\$30,680	\$24,500	\$5,839.34	PSJA ISD
T-153-07-G 60	Lot 14, Capri Mobile Home Subd. No.3, an addition, City of San Juan	\$12,250	\$3,000	\$354.54	PSJA ISD
T-155-07-1 61	Lot 18, Block 2, Citrus Bay Addition, City of Pharr	\$14,100	\$7,000	\$1,092.88	PSJA ISD
T-252-07-1 62	Lot 54 and 55, Campo Alto Subd. out of Lot 7, Block 40, Alamo Land & Sugar Co. Subd.	\$10,200	\$3,200	\$590.15	PSJA ISD
T-261-07-G 63	The North one-half of Lot 7, SmaliSubd. No.3	\$14,950	\$4,000	\$686.40	PSJA ISD
T-320-07-H 64	Lot 5, Block 16, Citrus Bay Subd.	\$8,280	\$4,500	\$710.85	PSJA ISD
T-406-07-1 65	The North one-half of Lot 7, Small Subd., Unit 1	\$14,460	\$2,900	\$221.52	PSJA ISD
T-435-07-G 66	Lot 66, Phase 2, La Brisas De San Juan, an addition to the City of San Juan	\$12,100	\$5,200	\$790.86	PSJA ISD
T-602-07-D 67	Lot 26, Section 1, Cabana South Subd.	\$8,200	\$6,300	\$419.00	PSJA ISD
T-609-07-E 68	Lot 3, Block 10, Palm Vista Addition	\$9,940	\$4,500	\$652.46	PSJA ISD
T-1088-07-H 69	Lot 8, Block 5, Highland Heights Subd., an addition to the City of Alamo	\$6,410	\$3,300	\$446.60	PSJA ISD
T-1095-07-G 70	0.50 acre, more or less, being the West one-half of that certain 1.00 acre tract, more or less, situated 20, Block 8, John Closner Subd., an addition to the City of San Juan	\$31,530	\$7,500	\$876.32	PSJA ISD
T-1134-07-A 71	Lot 7, SAVE & EXCEPT; however, that certain West 213.30 ft. of said Lot 7, Burg Subd., an the City of San Juan	\$27,290	\$6,000	\$777.40	PSJA ISD
T-1139-07-G 72	Lot 82, Los Chaparrales Phase II, City of San Juan	\$28,590	\$15,000	\$2,690.60	PSJA ISD
T-632-08-H 73	Lots 76 and 77, C.M. Swallow Resubd. of Block 19, Original Townsite, City of Alamo	\$8,300	\$3,400	\$534.25	PSJA ISD
T-288-00-A 74	Lots 18 and 19, Block 3, Progreso Original Townsite	\$21,830	\$13,500	\$3,179.52	Progreso ISD
T-1034-07-H 75	Lot 82, El Cercado Subd.	\$16,880	\$14,000	\$2,768.51	Sharyland ISD
T-799-08-H 76	0.264 acre, more or less, being a portion of Lot 192, John H. Shary Subd.	\$6,970	\$4,000	\$911.68	Sharyland ISD
T-074-04-B 77	Lot 83, Los Ranchitos Subd,	\$12,650	\$4,600	\$693.63	Valley View ISD
T-154-98-G 78	.046 acre, more or less, being a portion of Block 1, Stallworth Addition, City of Weslaco	\$3,900	\$2,900	\$306.60	Weslaco ISD
T-182-04-B 79	The West one-half of Lots 12, 13, 14 and 15, Block 18, Esplanada Subd., an addition to the City of	\$24,780	\$8,000	\$1,967.04	Weslaco ISD

T-1025-04-H 80	Lot 26, Block 2, L. D. Morgan Addition, City of Weslaco	\$22,110	\$8,500	\$1,687.05	Weslaco ISD	
T-1162-04-A 81	Lot 6, Block 5, Kaymar Subd., Unit No.3	\$11,150	\$2,800	\$164.91	Weslaco ISD	
T-234-06-I 82	Lots 19 and 20, Block 5, Christensen's Subd., an addition to the City of Weslaco	\$14,980	\$4,500	\$730.36	Weslaco ISD	
T-382-06-D 83	Lots 5, 6 and 7, Block 2, Villa Vista #1, an addition to the City of Weslaco	\$21,820	\$4,500	\$428.40	Weslaco ISD	
T-416-06-B 84	Lot 13, Block 3, El Texano Subd., an addition to the City of Weslaco	\$27,600	\$13,000	\$2,761.20	Weslaco ISD	
T-552-06-C 85	Lot 45, La Mesa Subd.	\$9,080	\$2,900	\$304.83	Weslaco ISD	
T-1046-06-B 86	Lots 17 and 18, Block 8, Esplanada Park	\$19,860	\$4,500	\$884.40	Weslaco ISD	
T-1132-06-G 87	1 acre, more or less, situated in Farm Tract 1034, Adams Tract Subd.	\$23,870	\$5,000	\$804.50	Weslaco ISD	
T-189-07-D 88	Lots 14 and 15, Block 6, Christensen's Subd.	\$16,910	\$8,500	\$1,361.00	Weslaco ISD	
T-208-07-B 89	Lot 9, Block 6, Diana Subd.	\$16,130	\$5,000	\$828.52	Weslaco ISD	
T-1028-07-G 90	Lot 12, Block 1, Sunrise Hill Subd.	\$10,710	\$3,000	\$291.74	Weslaco ISD	
T-1299-07-D 91	Lot 1, Block 4, Tejas Dos Subd.	\$14,840	\$5,500	\$859.11	Weslaco ISD	
T-288-02-I 92	The West 5.0 acres of the South 10 acres of Lot 42-10, West Addition to Sharyland	\$41,900	\$10,000	\$2,455.25	Mission CISD	
				TOTAL FOR COUNTY	\$130,298.51	

**RESOLUTION OF THE BOARD OF
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

On the 8th day of June, 2010, at the regularly scheduled meeting of the Board of Hidalgo County Drainage District No. 1, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the Chairman of the Board called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Board of Hidalgo County Drainage District No. 1 approves the bids received on the properties described in the attached Exhibit "A" and authorizes the Chairman of the Board to execute tax resale deeds conveying the approved properties.

SIGNED on this 8th day of June, 2010.

**Rene A. Ramirez,
Chairman of the Board of Hidalgo
County Drainage District No. 1**

ATTEST:

**Arturo Guajardo, Jr.
Hidalgo County Clerk**

Exhibit "A"

(Tax Resale Property)

AI-21461

6.

**Transfer of easement
DRAINAGE DISTRICT**

Date: 06/08/2010

Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT

Submitted For: Sylvia Sanchez

Department: DRAINAGE DISTRICT

Information

CAPTION

Approval of Transfer of Easement from Hidalgo County Drainage District #1 to City of McAllen. Tract containing 1.01 acres out of the Northwest corner of Lot 11, Block 13, Hidalgo Canal Co. Subd; said tract being 200.0' east and west and 220.0' north and south of 0.58 acres is presently used as drainage ROW, leaving 0.43 acres net RE: North Main Drain Vol/1672 page269-271

BACKGROUND

Fiscal Impact

Attachments

Link: [Easement Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 02:57 PM	APRV
2	Perla Lopez	Perla Lopez	06/03/2010 10:53 AM	APRV
3	Final Approval		06/04/2010 05:12 PM	NEW

Form Started By: Sylvia Sanchez

Started On: 06/02/2010 01:47 PM

Final Approval Date: 06/04/2010

Transfer of Easement

Date: May 20, 2010

Transferor: Hidalgo County Drainage District No. One
 Transferor's Mailing Address: (include County) 902 N. Doolittle Road
 Edinburg, Texas 78539 (Hidalgo County)

Transferee: City of McAllen, Texas
 Transferee's Mailing Address: (include County) 1300 Houston Street
 McAllen, Texas 78501 (Hidalgo County)

Date	Grantor	Grantee	Description	Recording Information
05/05/80	Wilfred S. Pawlik	Hidalgo County Drainage District Number One	Tract containing 1.01 acres out of the Northwest corner of Lot 11, Block 13, Hidalgo Canal Co. Subd., said tract being 200.0 feet East and West and 220.0 feet North and South of which 0.58 acres is presently used as drainage right-of-way, leaving 0.43 acres net. Re: North Main Drain	Volume 1672, Page 269-271

For value received, including, but not limited to Transferee's agreement to maintain and operate drainage facilities over and across the above-described easement, Transferor of Easement transfers and assigns it to Transferee and warrants that the Easement is valid against the property therein described.

When the context requires, singular nouns and pronouns include the plural.

Approved as to form: HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE

 Stephen L. Crain, Attorney for
 Hidalgo County Drainage District Number One

By: _____
 Rene A. Ramirez, Chairman

ATTEST:

 Arturo Guajardo, Jr., County Clerk

Accepted by Transferee

City of McAllen

By: _____
 Mike Perez, City Manager
 Per City Commission action on _____, 2010

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2010 by

Rene A. Ramirez, Chairman of HIDALGO COUNTY DRAINAGE DISTRICT

NUMBER ONE.

Notary Public, State of Texas

AI-21462
DHS 0-7 CO#26
DRAINAGE DISTRICT

7.

Date: 06/08/2010
Submitted By: Minerva Luna, DRAINAGE DISTRICT
Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of Change Order No. 26 on the Contract with SER Construction Partners, LTD. for the Construction of Levee DHS 0-7. Subject to Department of Homeland Security (DHS) concurrence.

BACKGROUND

Fiscal Impact

Attachments

Link: [DHS 0-7 CO#26](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 02:57 PM	APRV
2	Perla Lopez	Perla Lopez	06/02/2010 03:22 PM	APRV
3	Final Approval		06/04/2010 05:12 PM	NEW

Form Started By: Minerva Luna
Started On: 06/02/2010 01:55 PM

Final Approval Date: 06/04/2010

HIDALGO County Drainage District No. 1
LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-7 (0.90 MILES)

CHANGE ORDER NO. 26

Date: March 5, 2010

Contractor: SER Construction Partners, Ltd.
3636 Pasadena Blvd.
Pasadena, Texas 77503

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS PROJECT
DHS SEGMENT 0-7 (0.90 MILES)

Contract No. 08-009-07-01
Dannenbaum No. 4410-02

Description:

Install owner supplied anti-climb fence panels on Segment 0-8 and 0-6A extensions.

Contract Amount:

Original Contract Price:	\$	11,980,892.00
Previous Change Order(s):	\$	(1,068,823.13)
Contract price prior to this change order:	\$	10,912,068.87
Net increase (decrease) from this change order:	\$	6,062.00
Contract price with all change orders to date (including this change order):	\$	10,918,130.87

Contract Time:

Authorized contract time change:

Previous Total	68	days
This Change Order	0	days
Total to Date	68	days

APPROVALS:

ENGINEER:

Dannenbaum Engineering Company - McAllen, LLC


Richard D. Seitz, P.E. Date 3/17/10
Resident Project Representative

OWNER:

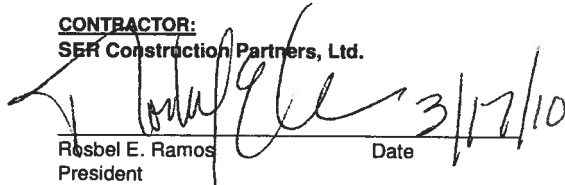
Hidalgo Co. Drainage Dist. No. 1

Rene A. Ramirez Date
Chairman of the Board

ACCEPTED:

CONTRACTOR:

SER Construction Partners, Ltd.


Rosbel E. Ramos Date 3/17/10
President

HIDALGO COUNTY

MAR 22 2010

DRAINAGE DISTRICT #1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
LEVEE IMPROVEMENTS PROJECT

CHANGE ORDER NO. 26

ATTACHMENT B

Date: March 22, 2010

Contractor: SER CONSTRUCTION PARTNERS
3636 Pasadena Blvd
Pasadena, Texas 77503

Owner: Hidalgo County Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78541

Reference: LEVEE IMPROVEMENTS
PROJECT
DHS SEGMENT 0-7 (0.90 MI)

Contract No. 08-009-07-01

Dannenbaum No. 4410-02

ENGINEER'S EXPLANATION

DESCRIPTION OF CHANGE

Install owner supplied anti-climb fence panels on Segment 0-8 and 0-6A extensions.

JUSTIFICATION FOR CHANGE

Contractor removed two (2) existing anti-climb fence panels on Segment 0-9 Phase II and replaced them with flat faced anti-climb fence panels as part of Change Order No. 24. After further discussions with our senior inspector, it was brought to our attention that extensions to Segment 0-8 and 0-6A require installation of anti-climb fence panels. One for the extension to Segment 0-8 and one for the second extension to Segment 0-6A. Contractor has completed the placement of these owner supplied anti-climb fence panels on these two projects, and this change order is being generated to pay Contractor for the costs associated with their installation.

ENGINEER'S JUSTIFICATION OF COST

Straight unit cost change order.

HIDALGO COUNTY
MAR 22 2010
DRAINAGE DISTRICT #1