

**URBAN COUNTY
PROGRAM**
Hidalgo County Commissioners' Court
Agenda Request Form

No. 29090

Ester G

Date: October 12, 2011 Meeting Date Request: October 18, 2011
Deadline for Action: October 18, 2011 Contact Person: Diana R. Serna
Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291
Diana R. Serna, UCP Director *DRS*

Caption:

Consideration and Approval to modify and resubmit Hidalgo County's Texas Community Development Block Grant Program 2008 Supplemental Disaster Recovery Fund: Hurricanes Ike and Dolly Round 2.1 Application to the General Land Office (GLO) and authorize the County Judge to sign any and all documents.

Background:

The Urban County Program is requesting approval to modify and resubmit Round 2.1 application in an effort to address questions related to colonia issues and Hidalgo County's commitment to address infrastructure needs of protected populations as related to the LRGVDC Round 2, Phase 1 Partial Method of Distribution.

Deputy Director: *[Signature]* Finance: _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____
Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

APPROVED Co. Comm. Ct.
DATE 10/18/11 *[Signature]*

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

January 5, 2012

The Honorable Ramon Garcia
County Judge, Hidalgo County
1615 S. Closner, Suite J
Edinburg, Tx 78541

RE: Award of TxCDBG Disaster Recovery Grants

Dear Judge Garcia:

The Texas General Land Office is pleased to inform you that Hidalgo County has been recommended to receive a 2008 Supplemental Disaster Recovery Fund grant in the amount of \$20,942,306.00 for the following projects:

Project	Amount
Flood and Drainage Facilities: Penitas Drain	\$5,679,046
Flood and Drainage Facilities: South Fork Drain	\$3,729,214
Flood and Drainage Facilities: Delta Area Connector/East Lateral	\$11,534,046
Total:	\$20,942,306

Project funds include associated construction, engineering, administration, and acquisition funds.

These funds have been made available from 2008 Supplemental Community Development Block Grant (CDBG) funding associated with the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, (Public Law 110-329), appropriated by Congress through the United States Department of Housing and Urban Development.

Pending contract awards and HUD's approval of methods of distribution, your community will receive up to \$20,942,306.00 for the completion of the above named projects. **You are reminded that all CDBG regulations not explicitly waived remain in effect for the use of these funds; such as environmental clearance provisions, Davis-Bacon labor laws, and procurement and acquisition regulations.**

As a condition of negotiations with the Housing Advocates, the performance statement for the pending contract will include design standards for proposed drainage facilities. In addition, the Housing Advocates will be allowed to review and comment on the 30% Engineering Design Submittal for each project.

Disaster Recovery Grant funds are intended to be spent as quickly as possible to assist in your community's recovery prior to future possible storm events. Upon receipt of the contract agreement, please take the immediate actions necessary to expedite contract activities in order to remain in compliance with this requirement for timely expenditure of funds and to secure the funding for this project.

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

Please be reminded that although we encourage you to proceed as quickly as possible to complete all approved projects, it is important to take the time to assure compliance with all federal, state and local laws and regulations. As you may be aware, our staff are separated into regional teams. Someone will reach out to you upon award to provide you with contact information. The team's priority is to help each grantee get the projects completed on time and on budget by removing "roadblocks". Please contact the project facilitator if you have questions regarding the contract award process.

The Texas General Land Office and the Disaster Recovery program team look forward to working with you and your community to assist with your recovery needs. Thank you for your continuing efforts on behalf of the citizens of Hidalgo County. If you have any questions, please do not hesitate to contact the Disaster Recovery staff at 866-206-1084.

Sincerely,



Gary S. Hagood
Deputy Commissioner
Financial Management
Texas General Land Office

cc: Jorge Ramirez
Nancy Beward



PURCHASE REQUISITION
Texas General Land Office

Do not place an Order. The Purchasing Department MUST place this order in compliance with State Laws and Regulations

REQUISITION NUMBER	305 - 12-2190
SEND TO LEGAL SERVICES?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
EXISTING CONTRACT NUMBER	DRS210068 12-406-000-6453

Program/Division Disaster Recovery	Contact for further information Maria Castañón	Phone Number 512-861-4939	Date Prepared February 23, 2012
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Project Title or Purpose for this Requisition
Round 2.1 Award for the CDBG DR Program. (Non-Housing) Total Grant = \$20,942,306.00 (Entitlement)

REQUEST NEW CONTRACT Deadline - DATE: _____
 REQUEST AMENDMENT to existing contract due to _____
 for Contract or Amendment, if any (Must include Deputy Memo) No. SA. 7

FUNDING SOURCES (State or Federal / types: NOAA / MMS, etc.) HUD

Vendor I.D.	74-6000717			Legal Approval: <i>[Signature]</i>	Date: 3/15/12
Vendor Name	County of Hidalgo			Project Manager/Phone #:	Jarrod Choate / (512) 691-2283
Address	1615 South Closser, Suite J			Suggested Vendor:	
City/State	Edinburg, TX	Zip	78539	Vendor Contact Person:	Ramon Garcia, County Judge
DT/PCC	Fund	Approp.	Compt. Obj.	GLO Code	PCA
9	1111	13046	7612	480	21038
				Amount	20,942,306
				Budget MIP Entry	By: _____ Date: _____
				Notes/Comments:	

ITEM	CLASS - ITEM/COMMODITY CODE	DESCRIPTION OF PRODUCT/SERVICE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
		CDBG Disaster Recovery Grant Program				\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

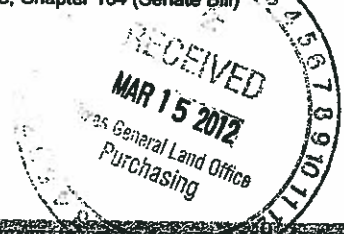
CONTACT DATES FROM	D.O.E.	DATE	AMOUNT
		12/31/2015	20,942,306

DIRECTOR	DATE	IS TECHNOLOGY/COMPUTER RELATED	DATE
<i>[Signature]</i>	3/5/12		
DEPUTY	DATE	IS PUBLICATIONS RELATED	DATE
<i>[Signature]</i>	3/15/12		
BUDGET FUNDS AVAILABLE	DATE	IS OTHER	DATE
	3/14/12		4/12/12

HUB VENDOR:	RECYCLED PRODUCT	POSTED ON ESBID	VCID	DATE TO LEGAL	Purch. Type:
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> E-1 Recycled-content	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	3-15-12	ILC
<input type="checkbox"/> Black <input type="checkbox"/> Woman	<input type="checkbox"/> E-2 Remanufactured	Order/Begin Date:	REPERS <input type="checkbox"/>		DF
<input type="checkbox"/> Hispanic <input type="checkbox"/> Asian	<input type="checkbox"/> E-4 Env. Sensitive	Due/End Date:			Date:
<input type="checkbox"/> Native American					MIP Entry:

- EXEMPTION STATUTE/DESCRIPTIVE LEGAL TEXT**
- BOND FUND (use of funds to pay expenses related to the Land)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.175
 - BOND FUND (use of funds to pay bond expenses)-TX. Nat. Res. Code, Title 7, Chapter 161, Subchapter A, Section 161.176
 - BOND FUND (for printing)-TX. Nat. Res. Code, Chapter 161, Subchapter A, Section 161.176(3)
 - CEpra-TX. Natural Resource Code, Chapter 33, Subchapter H
 - CEpra-TX. Natural Resource Code, Chapter 33, Subchapter H/TX. Gov. Code, Title 10, Chapter 2155, Subchapter 2155.147
 - CONSULTING SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter B, Sec. 2254.021
 - GRANTS-TX. Gov. Code, Title 10, Subtitle D, Section 2155.140
 - INTERAGENCY CONTRACT-TX. Gov. Code, Title 7, Chapter 771
 - INTERLOCAL CONTRACT-TX. Gov. Code, Title 7, Chapter 791
 - MAIL SERVICES - TX. Gov. Code, Title 10, Subtitle D, Chapter 2162.105
 - OSPRA-TX. Nat. Res. Code, Chapter 40
 - OUTSIDE COUNSEL-TX. Gov. Code 2254.024
 - OTHER -
 - PERMANENT SCHOOL FUND INVESTMENTS-TX. Nat. Res. Code 51.402
 - POSTAGE-General Appropriations Act. 74th Leg. Session, Sec. 9, HB 1, Sec. 33 (Purchase of Postage)
 - PROFESSIONAL SERVICES-TX. Gov. Code, Title 10, Subtitle F, Sec. Ref. 2155.001, Chapter 2254, Subchapter A, Sec. 2254.001
 - PURCHASE OF LAND-TX. Nat. Res. Code, Section 51.402
 - REAL ESTATE TRANSACTION-TX. Nat. Resource Code, Ann 31.158(d)
 - TELEPHONE/UTILITIES-TX. Gov. Code, Chapter 2155-Ref. 2155.01(d)
 - TRAINING-TX. Gov. Code, Title 8, Subtitle B, Section 656.044
 - VET HOMES-TX. Nat. Res. Code, Chapter 164 (Senate Bill)

LEGAL: 3-15-12
2:15 PM



Rec'd 3/13/12 JGL



GRANT AGREEMENT
GLO CONTRACT NO. 12-406-000-6453
COMMUNITY DEVELOPMENT BLOCK GRANT – ROUND 2.1 FUNDING
DISASTER RECOVERY PROGRAM

This Community Development Block Grant Disaster Recovery (“CDBG-DR”) grant agreement (the “Contract”) is entered into by and between the GENERAL LAND OFFICE (“the GLO”), a Texas state agency, and the COUNTY OF HIDALGO (“Grantee”), hereinafter referred to collectively as “the Parties,” to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Grantee under the CDBG Disaster Recovery program (“CDBG-DR”). In strict conformance with the terms and conditions of this Contract, Grantee shall construct, or cause to be constructed, improvements to flood and drainage facilities and components, including any acquisitions, engineering and planning required, in the County of Hidalgo, Texas (the “Project”). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in SECTION 1.02, below.

(b) Grant Award

Grantee submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Grantee’s Application.

Subject to the terms and conditions of this Contract and Grantee’s Application, the GLO agrees to make a grant to Grantee in an amount not to exceed **TWENTY MILLION NINE HUNDRED FORTY-TWO THOUSAND THREE HUNDRED SIX DOLLARS (\$20,942,306.00)**, payable as reimbursement of allowable expenses incurred by Grantee, to be used in strict conformance with the terms of this Contract, and the Project Budget in **Attachment B**.

The GLO is not liable to Grantee for any costs incurred by Grantee before the effective date of this Contract or after the expiration or termination of this Contract.

However, the GLO in its sole discretion, may reimburse Grantee for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Grantee hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement and Implementation Schedule
- ATTACHMENT B:** Project Budget
- ATTACHMENT C:** Nonexclusive list of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97)
- ATTACHMENT F:** Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT G:** Special Conditions

1.03 GUIDANCE DOCUMENTS

Grantee shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

the CDBG-DR Project Implementation Manual found at:

<http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html>;

the State of Texas Action Plan for Disaster Recovery found at;

<http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html>;

and the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 25, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

“**Act**” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329.

“**Administrative and Audit Regulations**” means the regulations included in Title 24, CFR, Part 85.

“**Application**” or “**Grant Application**” means the information provided by Grantee, which is the basis for the award of funding under this Contract.

“**Budget**” means the budget for the Project funded by the Contract, a copy of which is included in **Attachment B**.

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program.

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract Documents" means the documents listed in **SECTION 1.02**.

"C.F.R." means the United States Code of Federal Regulations.

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Project Implementation Manual, including all reports and other project documentation.

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in **Attachment E**.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in **Attachment F**.

"GAAP" means "generally accepted accounting principles" as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.

"General Affirmations" means the affirmations in **Attachment D**, to which Grantee certifies by the signing of this Contract.

"Grant Administration Form" means one of several forms required to be submitted during the term of this Contract, which forms may be revised from time to time. The most current version of these forms should be downloaded, as needed, at <http://www.glo.texas.gov/GLO/disaster-recovery>.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule by which various project milestones must be met by Grantee, and is attached hereto as part of **Attachment A**.

"Letter of Acceptance" means a document to be executed by Grantee, Engineer, and Grantee's construction contractor, for each construction project, indicating: (i) acceptance, (ii) substantial completion as built, and (iii) commencement of the warranty period, as discussed in **SECTION 4.01** hereof.

"Performance Statement" means the statement of work contained in **Attachment A**.

"PMC" means the GLO's Project Management Company, HNTB Corporation.

"Program" means the Community Development Block Grant Disaster Recovery program.

"Project" means the work to be performed under this Contract, as described in SECTION 1.01(a) above, SCOPE OF PROJECT, and as detailed in Attachment A.

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines by which a CDBG-DR grant program must be operated.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Reports" means a document detailing the status of the Project under the Contract, to be submitted to the GLO as a condition of reimbursement, as discussed in SECTION 4.01(a).

"Regulations" means 24 C.F.R. Part 570.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;
- (c) The term "including" is not limiting, and means "including without limitation" and, unless otherwise expressly provided in this Contract,
- (d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and
- (e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (j) Time is of the essence in this Contract.

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**ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT,
BUDGET VARIANCE, AND INCOME**

2.01 REIMBURSEMENT REQUESTS

Grantee may request reimbursement from the GLO no more often than monthly. Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in Word or WordPerfect format via email to the GLO monthly, on or before the 10th day of each calendar month.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE GRANTEE INCURS THE EXPENSE. NOTWITHSTANDING THE PRECEDING, REQUESTS FOR REIMBURSEMENT FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR MUST BE RECEIVED BY THE GLO NOT LATER THAN THIRTY (30) DAYS FROM THE DATE THE GRANTEE RECEIVES THAT INVOICE FROM A SUBCONTRACTOR. FAILURE BY GRANTEE TO COMPLY IN A TIMELY MANNER WITH THESE TWO REQUIREMENTS MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Grantee's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Grantee, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Grantee may request permission to reallocate funding among budget categories by submitting a written request and detailed justification to the GLO. The GLO may allow flexibility among Budget categories to the extent that the total revisions do not exceed ten percent (10%) of the total budget. Such reallocations may not increase the amount of the grant or total Budget, and shall be effective only after written approval by the GLO. Any request for a variance that (a) exceeds ten percent (10%) of the total budget; (b) changes the total budget amount; (c) changes the Project scope; or (d) changes the Project outcome may be allowed only by formal, written Contract amendment. In addition, aggregate requests for variances which, over time, exceed twenty-five percent (25%) of the total budgeted amount, may be allowed only by formal, written Contract amendment.

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A FINAL, ACTUAL BUDGET SHALL BE SUBMITTED BY GRANTEE NO LATER THAN SIXTY (60) DAYS FOLLOWING THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

IN ADDITION, GRANTEE SHALL SUBMIT A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES AS DETERMINED BY THE GLO. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Grantee shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of Program income to the GLO with each form submitted by Grantee in accordance with ARTICLE 4 of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.

2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF GRANTEE DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO GRANTEE, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 – CONTRACT PERIOD, TERMINATION, AND DEFAULT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on December 31, 2015 (“Contract Period”). Notwithstanding the preceding sentence, Grantee must adhere to all Project milestones in Attachment A; failure to meet any milestone may result in termination under SECTION 3.02, below.

Upon receipt of a written request and acceptable justification from Grantee, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST NINETY (90) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Grantee shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Grantee's failure to comply with any term, covenant, or provision contained in this Contract; (ii) Grantee makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) if at any time, Grantee makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS - GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to SECTION 8.11 of the Contract, NOTICES; and all other reports and documentation as required by the Project Implementation Manual; any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

In addition, Grantee acknowledges the responsibility to submit to the GLO, Engineer, and Grant Administrator, if any, all signed Letters of Acceptance (LOA), within two (2) weeks of execution by Grantee. Failure to timely submit the LOA pursuant to this paragraph may result in the withholding of the final payment under this Contract.

(a) Quarterly Reports

Accurate, timely Quarterly Reports are required as a condition of reimbursement. Each Quarterly Report shall include progress made since the prior reporting period, projected quantities if any variances are anticipated, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information that may be required by the GLO. In the sole discretion of the GLO, reports may be requested more often than quarterly, and the Grantee shall provide such additional information to the GLO in a timely manner.

The GLO may review Quarterly Report(s) and may request revisions to be made. Grantee shall coordinate with the GLO to make such revisions in a timely manner. Reimbursement may be withheld, in the sole discretion of the GLO, if a Quarterly Report is delinquent or deficient.

(b) Project Completion Report

The Project Completion Report ("PCR"), as defined above, must be submitted to the GLO by the close of business no later than sixty (60) days from Grantee's execution of the final Certificate of Construction Completion ("COCC"). The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all projects, both as originally assigned and as ultimately completed, including any revisions approved by the GLO outside the formal, written amendment process, as provided under SECTION 8.17 hereof.

(c) Forms

Grantee must execute the forms included as Attachments E and F, and certifies by the execution of this Contract to all affirmations in Attachment D, confirming compliance with required state and federal laws applicable to the Contract.

- (i) General Affirmations are found in Attachment D, and Grantee certifies by the execution of this Contract to all statements therein.

- (ii) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found in Attachment E, and must be executed by Grantee.
- (iii) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 1 of Attachment F, and must be executed by Grantee.
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Grantee must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 2 of Attachment F.

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**ARTICLE 5 - STATE AND FEDERAL FUNDING
AND RECAPTURE OF FUNDS**

5.01 FEDERAL FUNDING

Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. **ALL EXPENDITURES UNDER THIS CONTRACT MUST BE MADE IN ACCORDANCE WITH THIS CONTRACT, THE RULES AND REGULATIONS PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. FURTHER, GRANTEE ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NON-COMPLIANCE.**

5.02 STATE FUNDING

This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Texas Constitution, Article III, Section 49. In compliance with Texas Constitution, Article VIII, Section 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

5.03 RECAPTURE OF FUNDS

Grantee shall conduct, in a satisfactory manner as determined by the GLO, the Project, as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under this Article; notwithstanding, it is expressly understood and agreed by Grantee that the GLO shall have the right to terminate the Contract and recapture, and be reimbursed for, any payments made by the GLO that Grantee has not used in strict accordance with the terms and conditions of this Contract.

5.04 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant amount until completion and acceptance by the GLO of the Project. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Grantee has completed the Project in accordance with the Contract Documents, and that all requirements of the Contract; all relevant provisions of the Grant; and all applicable law, rules, and regulations have been fulfilled by Grantee.

5.05 OVERPAYMENT

Grantee understands and agrees that it shall be liable to the GLO for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.
- (b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Grantee represents. No release of information relating to this Grant may state or imply that the State of Texas or the U.S. Government approves of Grantee's work products, or considers Grantee's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Grantee must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Grantee are set forth in the Contract Documents.

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**ARTICLE 7 - RECORDS, AUDIT, PROPRIETARY INFORMATION,
AND PUBLIC DISCLOSURE**

7.01 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in Attachment C.

7.02 INSPECTION AND AUDIT

Grantee agrees that all relevant records related to this Contract or any work product produced, including those of its subcontractors, shall be subject at any reasonable time to inspection, examination, review, audit, and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, the GLO, its contracted examiners, or the Texas Attorney General's Office. In addition, HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S Government shall also have this right of inspection.

The GLO reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, the GLO shall provide Grantee with a written report of the findings. If the monitoring report notes deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract.

Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. **GRANTEE SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

Grantee will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules, including, but not limited to those identified in Attachment C, governing audit requirements pertaining to the Project.

7.03 GRANTEE SELF-AUDIT AND TARGETED AUDITS

(a) Grantee Self-Audit

Grantee, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Grantee may utilize funds budgeted under this Contract to pay for that

portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Grantee a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost relative to the total cost of the audit services. Therefore, Grantee shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Grantee, using an auditor of the GLO's choice. Grantee shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. Grantee shall retain these records for a period of five (5) years after final payment or until they are audited by the GLO, whichever event occurs first. These records shall be made available during the term of this Contract and the subsequent five (5) year period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

Grantee shall retain all records relevant to this Contract for a minimum of five (5) years. The period of retention begins at the date of final payment by the GLO of reimbursable expenses, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or any administrative proceeding or litigation that may ensue.

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Grantee shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF GRANTEE, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF GRANTEE, THEN, IN SUCH EVENT, GRANTEE AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT GRANTEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND GRANTEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY GRANTEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY GRANTEE TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF GRANTEE MUST BE APPROVED BY GRANTEE.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Grantee is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," to self-insure, Grantee shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

- (b) Grantee shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in Attachment A to carry insurance for the duration of Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required to complete and file the declaration pages from the insurance policies with Grantee whenever a previously identified policy period expires during the term of Grantee's contract with the person or entity, as proof of continuing coverage. Grantee's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Grantee shall not relieve or decrease the liability of the person or entity. Persons or entities shall be required to update all expired policies prior to Grantee's acceptance of an invoice for monthly payment from such parties.
- (c) Grantee shall require performance and payment bonds to the extent they are required under Chapter 2257 of the Texas Government Code.
- (d) Grantee shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall timely complete SF-424D, entitled "Assurances - Construction Programs," and Grantee shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Grantee shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Grantee may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Grantee shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Grantee as specified in this Contract. Nothing in this Contract shall be construed to relieve Grantee of the responsibility for ensuring that the goods delivered and/or the services rendered by Grantee and/or any of its subcontractors comply with all the terms and provisions of this Contract.

8.05 PROCUREMENT

Grantee must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program:

http://www.window.state.tx.us/procurement/prog/vendor_performance;

and the Federal General Services Administration's Excluded Parties List System

at <https://www.epls.gov/>.

8.06 PURCHASES AND EQUIPMENT

Grantee shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in Attachment B. Any purchase of equipment or

computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in Attachment C. Title and possession of any Equipment or computer software will remain the property of Grantee unless and until transferred to the GLO, upon written request of the GLO. Grantee shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in Attachment C.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in ARTICLE 7, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in ARTICLE 7 herein.

8.08 RELATIONSHIP OF THE PARTIES

Grantee is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Grantee's performance pursuant to this Contract, Grantee shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other party.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, those listed in Attachments C, D, E, and F. Grantee shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Grantee will be deemed to have knowledge of these laws and regulations and be deemed to understand them.

In addition, the GLO and Grantee mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7,244-7,255 (2009).

8.10 CITIZEN PARTICIPATION

- (a) Grantee must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.

- (b) When requested, Grantee shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Grantee based upon the specific needs of the community's residents.
- (c) Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide;" Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG Disaster Recovery Division

Grantee

County of Hidalgo
1615 South Closner, Suite J
Edinburg, TX 78539
Attention: Judge Ramon Garcia

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.12 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Grantee may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Grantee may clearly label any individual records as a "trade secret," provided that Grantee, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Grantee of the request in accordance with the Public Information Act.

Grantee shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of activities that may be undertaken with CDBG-DR funds;

The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and

The proposed CDBG-DR activities likely to result in displacement and the Grantee's anti-displacement and relocation plan.

8.16 SIGNAGE

Public buildings, facilities, and centers constructed with the CDBG-DR funds shall have permanent signage placed in a prominent, visible public area with wording provided below. The formatting of the required signage will be at Grantee's discretion to best fit the architectural design of the facility, but shall be legible from no less than three (3) feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, utilizing CDBG-DR funds, shall have temporary signage erected in a prominent location at the Project site or along a major thoroughfare within the locality, as directed by Grantee, with the wording provided below:

“This project is funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program.”

8.17 AMENDMENTS TO THE CONTRACT

Material changes to the Performance Statement and Implementation Schedule may be made only by written agreement of the parties, under the formal Contract amendment process. Material changes include, but are not limited to; monetary changes other than budget variances permitted under SECTION 2.04; the addition or deletion of projects or tasks; or any revision that would otherwise result in a change to the overall Performance Statement.

Notwithstanding the preceding, in the sole discretion of the GLO, extensions to Deliverable due dates within the overall Contract Period, and immaterial revisions to quantities and specifications used within the Project Performance Statement, which may be required during construction, may be approved by the GLO without formal amendment. Such approvals must be in writing, and may be delivered by email, facsimile, or regular mail.

Pursuant to SECTIONS 2.04 AND 4.01(b) hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract and its integrated Attachments constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.19 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Grantee acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Grantee after the Contract terminates is performed at the sole risk of Grantee.

8.20 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.21 SURVIVAL

The provisions of ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.04, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, 8.16, AND 8.17 of this Contract, and any other continuing obligations of Grantee shall survive the termination or expiration of this Contract.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE
FOR GLO CONTRACT NO. 12-406-000-6453**

GENERAL LAND OFFICE



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 7/12/12

10 LEGAL *AA*
PS DIV *[Signature]*
AGC _____
GC _____
[Signature]

COUNTY OF HIDALGO



By: Ramon Garcia
Title: County Judge

Date of execution: _____

Approved by Commissioners' Court
on 10-18-11 *120*

ATTACHMENTS TO GLO CONTRACT NO. 12-406-000-6453

- ATTACHMENT A:** Performance Statement and Implementation Schedule
- ATTACHMENT B:** Project Budget
- ATTACHMENT C:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97,)
- ATTACHMENT F:** Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT G:** Special Conditions

ATTACHMENTS FOLLOW