

AI-34597

County Judge's Office 5. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Adrian Guerra

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: COUNTY JUDGE

Information

CAPTION

Resolution honoring Dr. Hector P. Garcia for his contributions through the American G.I. Forum.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:43 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Angela Garcia		Started On: 10/04/2012 08:37 AM
	Final Approval Date: 10/05/2012	

AI-34624

County Judge's Office 5. B.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation declaring October 2012 as Breast Cancer Awareness Month in Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 11:29 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/05/2012 11:10 AM
	Final Approval Date: 10/05/2012	

AI-34552

Comm. Court Executive Office 6. C.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Food Bank of the Rio Grande Valley Inc in the amount of \$225.00 to settle County property damages. (Precinct 2)

BACKGROUND

DOL: 9/13/12 Acct#2-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-360-00-000-005-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Settlement check will be receipted to Gen Fund-Misc Rev-Insurance Claims Acct.

Attachments

Food Bank Settlement Check
invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 10:54 AM
Erika Zamora	Erika Zamora	10/05/2012 09:00 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Aida Alvarez		Started On: 10/03/2012 10:35 AM
	Final Approval Date: 10/05/2012	

FOOD BANK OF THE RIO GRANDE VALLEY INC.724 N. CAGE BLVD. PHARR, TX 78577 (956-682-8101)
P.O. BOX 6251 MCALLEN, TX 78502

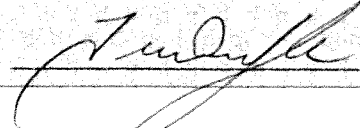
BORDER CAPITAL BANK

88-1161/1149

023017

023017

*****TWO HUNDRED TWENTY FIVE AND 0/100 DOLLARS

PAY
TO THE
ORDER
OFCounty of Hidalgo
301 B. State
Pharr, TX 78577DATE
10/01/2012AMOUNT
\$*****225.00

⑈023017⑈ ⑆114911616⑆ ⑈0033448⑈

Acct. #
FOOD BANK OF THE RIO GRANDE VALLEY INC.

10/01/2012

Check No 023017

023017

County of Hidalgo

Document
No.Document
Date

Amount

Discount

Net Amount

21693

09/25/12

225.00

225.00

Total

225.00



504 E. Ferguson
P.O. Box 827
Pharr, TX 78577
(956) 783-7959 / 800-491-7923
Fax # (956) 787-4311
www.CentralFenceLtd.com

Estimate

Date	Estimate #
9/14/2012	21693

Name / Address
Hidalgo County PCT 2 301 B State Pharr Tx 78577 787-1891 PH 787-4683 FAX

Estimator	Project
Ernie	Palmer Pavillion

Qty	Description
	Repair gate at damage area Out-of-state sale, exempt from sales tax
Thank you for your consideration!	
Total \$225.00	

Estimate given is not final until a Central Fence representative has visited the job site and verified project information. A 50% down payment is required prior to initiation of project. Please sign & fax back to us, if in agreement with price. Estimate is good for 15 days, unless noted otherwise.

Signature _____

AI-34601

Constables 7. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Joel Rivera, Chief Deputy

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #4:

Discussion, consideration, and approval to appoint Romeo Pena, Jr. as Deputy Constable by Constable J.E. "Eddie" Guerra, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

SLOT #17

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2- 1100-421-00-294-001-0-XXX

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?: n/a

BUDGETARY IMPACT:

No fiscal impact. Funds allocated within vacant position, slot no. 0017.

Attachments

Constable Code

Form Review

Inbox
Budget & Management
Rosalinda Cantu
Purchasing Department

Reviewed By
Merlen P. Munoz
Rosie Cantu
Angela Garcia

Date
10/04/2012 10:46 AM
10/05/2012 09:08 AM
10/05/2012 12:59 PM
Started On: 10/04/2012

Form Started By: Monica Badillo

Final Approval Date: 10/05/2012

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than \$500 or more than \$1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. [1094](#), Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998.

Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999;

Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. [954](#), Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of \$2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed \$10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than \$10 or more than \$100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [421](#), Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-34455

County Treasurer 8. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Fred Zamarripa, TREASURER'S
OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

1. Approval to pay Internal Revenue Service notice #CP161 in the amount of \$7,644.15.
2. Approval to issue payment, after County Auditor review, utilizing the Electronic Federal Tax Payment System (EFTPS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-00-115-002-0-855

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding pending posting of emergency transfer processed on 10/5/12.

Attachments

Notice#CP161

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2012 11:21 AM
Erika Zamora	Erika Zamora	10/05/2012 11:36 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Fred Zamarripa		Started On: 09/26/2012 10:49 AM
	Final Approval Date: 10/05/2012	

Amount Previously Refunded to You	\$7,554.86
Overpayment	\$89.29
Penalty	
Interest	
Total Amount You Owe	\$7,644.15

The following is a list of payments we have credited to your account for the above tax return and tax period:

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
04/06/2012	\$911,537.19	04/06/2012	\$12,066.40
04/06/2012	\$10,024.03	04/16/2012	\$42,734.68
04/23/2012	\$10,068.14	04/23/2012	\$918,149.17
04/23/2012	\$11,999.85	05/01/2012	\$50,868.66
05/07/2012	\$923,392.47	05/07/2012	\$11,920.82
05/07/2012	\$10,122.51	05/21/2012	\$11,703.12
05/21/2012	\$10,087.60	05/21/2012	\$925,064.85
06/01/2012	\$42,881.80	06/04/2012	\$11,715.46
06/04/2012	\$921,117.88	06/04/2012	\$10,145.28
06/18/2012	\$11,613.74	06/18/2012	\$906,440.40
06/18/2012	\$11,539.25	06/18/2012	\$42,581.39
06/22/2012	\$4,128.15	07/02/2012	\$9,238.83
07/02/2012	\$42,805.80	07/02/2012	\$946,484.98
07/02/2012	\$12,070.80	08/21/2012	\$51,683.46

For tax forms, instructions and information visit www.irs.gov. (Access to this site will not provide you with your specific taxpayer account information.)

Penalty and Interest

About Your Notice - The penalty and/or interest charges on your account are explained on the following pages. If you want a more detailed explanation of your penalties and interest, please call the telephone number listed on the top of this notice. You may call your local IRS telephone number if the number shown on your notice is a long-distance call for you. All days mentioned in the paragraphs below are calendar days, unless specifically stated otherwise.

Penalties: \$7,554.86**03 Penalty for Not Making a Proper Federal Tax Deposit \$7,296.44**

We charged a penalty because you did not make a proper tax deposit. Common reasons why we charge this penalty are:

- You did not deposit your tax on time
- You did not deposit enough tax
- You paid your tax directly to IRS
- You deposited your tax to an unauthorized financial institution
- You did not deposit your tax electronically, as required by law

If you disagree with this penalty, see "Removal of Penalties" in this notice. For information about depositing taxes, see Publication 15 (Circular E), Employer's Tax Guide; or Publication 51 (Circular A), Agricultural Employer's Tax Guide.

(Internal Revenue Code section 6656)

The table below shows how we figured your penalty. We multiplied the rate times the amount due.

Due Date	Pymt Date	Days Late	Pymt Type	Rate	Amt Due	Penalty
05/18/2012	05/21/2012	3	EFT	2%	200.00	4.00
05/18/2012	06/01/2012	14	EFT	5%	42,881.80	2,144.09
05/18/2012	08/21/2012	95	EFT	10%	8,601.66	860.17
06/04/2012	08/21/2012	78	EFT	10%	42,881.80	4,288.18
Total Penalty:						7,296.44

07 Paying Late \$258.42

We charged a penalty because you paid your taxes late. We count part of a month as a full month. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should pay your taxes by the due date. Even if you have an extension to file your tax return, you do not have additional time to pay your tax.

(Internal Revenue Code section 6651 (a) (2))

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate (1/2 percent) times the principal (not to exceed 25%).

Date	No. Months	Rate/Month	Principal	Penalty
08/31/2012	01	0.50%	51,683.46	258.42
Total Penalty:				258.42

Removal of Penalties

The law lets us remove or reduce penalties if you have reasonable cause or receive erroneous written advice from IRS.

Reasonable Cause

If you believe you have an acceptable reason why IRS should remove or reduce your penalties, send us a signed explanation. After we review your explanation, we will notify you of our decision. In some cases, we may ask you to pay the tax in full before we reduce or remove the penalty for paying late.

Erroneous Advice from IRS

We will remove your penalty if all the following apply:

1. You asked IRS for advice on a specific issue,
2. You gave IRS complete and accurate information,
3. You received advice from IRS,
4. You relied on the advice IRS gave you, and
5. You were penalized based on the advice IRS gave you.

To request removal of the penalty because of erroneous advice from IRS, you should do the following: (1) complete Form 843, *Claim for Refund and Request for Abatement*; and (2) send it to the IRS Service Center where you filed your return.

The law allows you to tell the IRS where to apply your deposits within the tax return period with a deposit penalty. You have 90 days from the date of the correspondence you received showing the deposit penalty to contact the IRS if you want to specify where to apply your deposits.

The law also allows the IRS to remove the deposit penalty if: (1) the penalty applies to the first required deposit after a required change to your frequency of deposits, and (2) you file your employment tax returns by the due date.

Interest: \$89.29

09 Interest

We charged interest because you did not pay your tax on time. Generally, we calculate interest from the due date of your return (regardless of extensions) until you pay your tax in full. The interest rate is variable and may change quarterly. We charge interest on all penalties except estimated tax penalties.

(Internal Revenue Code section 6601)

The table below shows how we figured your interest. We multiplied the factor times the principal.

From Date	To Date	Days	Rate	Factor	Principal	Interest
07/31/2012	08/21/2012	21	3.0%	0.001722723	51683.46	89.04
08/21/2012	09/24/2012	34	3.0%	0.002790658	89.04	0.25
Total Interest:						89.29

Corporate Interest - We charge additional interest of 2% if, according to our records, you didn't make your corporate tax payment within 30 days after the IRS notified you of the underpayment of tax. This interest begins on the 31st day after we notify you of the underpayment on tax amounts you owe over \$100,000, minus your timely payments and credits.

19 Interest - Additional Interest Charges

If the amount you owe is \$100,000 or more, please make sure that we receive your payment within 10 work days from the date of your notice. If the amount you owe is less than \$100,000, please make sure that we receive your payment within 21 calendar days from the date of your notice. If we don't receive full payment within these time frames, the law requires us to charge interest until you pay the full amount you owe.



012648

**CUT HERE**

Return this voucher with your payment or correspondence.

Your Telephone Number: Best Time to Call:
 () - AM PM

Amount you owe: \$7,644.15

- You will avoid additional penalties and/or interest if we receive your full payment by **October 15, 2012**

☐ **Amount enclosed: \$** _____

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

TE 201237 03070919 29141-237-30761-2

161 Internal Revenue Service
 Ogden UT 84201-0039

HIDALGO COUNTY
 % COUNTY JUDGES OFFICE
 2810 SOUTH BUSINESS HWY 281
 EDINBURG TX 78539



746000717 H0 HIDA 01 2 201206 670 00000764415

AI-34617

District Courts 9. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: 370th DC - Paul Vazaldua

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

370th District Court:

Authority to submit grant application (electronically) to the U.S. Department of Justice: Office on
Violence Against Women

BACKGROUND

No cash match required, carefully considering the resources needed to implement Phase I of project
accurately reflecting the costs involved for a 12-month period, proposed budget funding established is
\$200,000.

All applications are due by 11:59 p.m. E.T. on October 16, 2012 (electronically)

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requires no cash match.

No Budgetary Impact, application only.

Attachments

summary

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 04:49 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/04/2012 04:25 PM
	Final Approval Date: 10/05/2012	

Funding Source:

U.S. Department of Justice: Office on Violence Against Women (OVW)

Deadline:

All applications are due by 11:59 p.m. E.T. on October 16, 2012 (electronically)

OVW Domestic Violence Homicide Prevention Demonstration Initiative

The Office on Violence Against Women (OVW) is a component of the United States Department of Justice (DOJ). Created in 1995, OVW implements the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of sexual assault, domestic violence, dating violence, and stalking. OVW grants help provide victims with the protection and services they need to pursue safe and healthy lives, while improving communities' capacity to hold offenders accountable for their crimes.

OVW has initiated this Demonstrative Initiative (DI) to implement domestic violence homicide reduction/prevention models and evaluate how well they work in different communities as well as the key components of successful adaptations of the models. In addition, the DI will help build the capacity of the County of Hidalgo improve identification of and services for high-risk victims while better monitoring high-risk offenders to reduce domestic violence related homicide.

More specifically, this initiative will support interventions that:

- Improve upon existing cooperative efforts and partnerships with law enforcement, prosecutors, victim advocacy groups, civil and criminal courts, health care providers, housing programs, children's services, community-based organizations, state domestic violence coalitions and other parties related to the prevention and responses to domestic and dating violence incidents;
- Develop multidisciplinary high risk teams that will fully participate in the implementation and evaluation of assigned intervention. Activities include:
 - Implementing site-specific risk assessment models;
 - Improving screening and management methods of high-risk offenders;

- o Providing ongoing victim advocacy and referrals to comprehensive services including legal, housing, and economic assistance.
- Receive training on evidence-based risk factors for domestic and dating violence homicide and how to appropriately administer risk assessment instruments; and
- Adapt risk assessment tools and accompanying interventions to be culturally appropriate.

Domestic Violence Homicide Prevention Demonstration Initiative: Phase I – Assessment

The goal of this initiative is community-wide improvement in supporting victims and holding offenders accountable. The Maryland Lethality Assessment Program uses Danger Assessment to screen victims at crime scenes, protective order hearings, and in hospital emergency rooms. The goal of this project is to prevent domestic violence homicides and serious injuries by encouraging more victims to use shelter, counseling, advocacy, and other domestic violence services. Maryland witnessed a 41% drop in intimate partner homicides over three years. The Danger Assessment tool is composed of 15 questions to assess and score a victim's risk of potential homicide. The Danger Assessment tool can be used to reliably predict women who are at risk of being killed by their partners. The Greater Newburyport High Risk Team uses the Danger Assessment to identify victims at the greatest risk of serious injuries and homicide and develops individualized intervention plans to interrupt the cycle of violence. By replicating these methods and tools the County of Hidalgo will see an improvement in identification of and services for high-risk victims while better monitoring high-risk offenders to reduce domestic violence related homicide. No cash match required, carefully considering the resources needed to implement Phase I of project accurately reflecting the costs involved for a 12-month period, proposed budget funding established is \$200,000.

Domestic Violence Homicide Prevention Demonstrative Initiative: Phase II – Implementation

Based on the Phase I work plans to participate in Phase II of the initiative, in Phase II of the initiative, the 370th District Court – Hidalgo County, TX will implement the work plan as a way to test their proposed changes to existing procedures, practices, and structures related to

domestic violence homicide prevention. No cash match required, carefully considering the resources needed to implement Phase II of project, accurately reflecting the costs involved for a 36-month period, proposed budget funding established is \$600,000.

AI-34515

Sheriff's Office 10. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval for County Judge, as authorized official, to sign Closeout Grant Adjustment Notice for the 2009 Operation Stonegarden Grant.

BACKGROUND

County Judge is to also sign exhibits B & C .

Federal Grant Award No. 2009 -SJ-T9-0011 Grant Period: 8/1/09 to 8/31/12.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1284-421-00-280-047-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No budgetary impact. Closing out of grant procedure.

Attachments

2009 OSG.CLOSEOUT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/01/2012 02:16 PM
Manuel Chapa	Manuel Chapa	10/02/2012 10:33 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/28/2012 03:30 PM
	Final Approval Date: 10/05/2012	



Texas Department of Public Safety

2009 Grant Adjustment Notice for Hidalgo County

Date of Award

September 17, 2012

1. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
1615 S. Closner STE J
Edinburg, TX 78539

2. Prepared by: Paynter,
William GT

3. SAA Award Number: 09-GA
48215-17

4. Federal Grant Information

Federal Grant Title: Operation Stonegarden
Federal Grant Award Number: 2009-SJ-T9-0011
Date Federal Grant Awarded to TxDPS: August 1, 2009
Federal Granting Agency: Department of Homeland
Security
FEMA
Grant Programs
Directorate

5. Award Amount and Grant Breakdowns

Total Award
Amount

\$1,528,961.91

Note: Additional Budget Sheets (Attachment A): ☐ Yes ☐ No

OPSG
97.067

\$1,528,961.91

This award supersedes all previous awards. Performance Period: Aug 1, 2009 to Aug 31, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act, 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epfs.gov>.

9. Agency Approval

Approving TxDPS Official:

Machelle Pharr, Deputy Assistant Director
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: September 30, 2012

Signed award and Direct Deposit Form (If applicable) must be returned to TxDPS on or before the above due date.

2009 TERMS AND CONDITIONS

Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA. Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR).

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>. The recipient agrees to fund any multi-state or multi-urban area investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and Initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;
2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website <http://www.citizencorps.gov> and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - <http://www.fema.gov/government/grant/hsgp/index.shtml>. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

3. **Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".**

D. **Failure to Perform.** In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to TDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved.

TDEM Obligations

A. **Measure of Liability.** TDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. TDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. **Sub-recipient Agreement Funds Defined and Limit of Liability.** The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by TDEM under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by TDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. **Excess Payments.** The Sub-recipient shall refund to TDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by TDEM or that TDEM determines has resulted in overpayment to the Sub-recipient that TDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to TDEM within thirty (30) days after TDEM requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, TDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

A. **TDEM's Right to Terminate.** TDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever TDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. TDEM shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. **Parties' Right to Terminate.** In addition to TDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Conflict of Interest

The Sub-recipient shall operate in a manner to avoid any potential conflict of interest, real or apparent, and comply with the related requirements of the Uniform Grant Management Standards (UGMS).

A. **Financial Interest Prohibited.** A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the

selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other DHS/FEMA Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Monitoring

TDEM reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, TDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Sections above.

Audit

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. TDEM's Right to Audit. Notwithstanding Subsection A of this Section, TDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit TDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

Sub-recipient agrees to make no request for reimbursement prior to return of this agreement signed by the authorized Sub-recipient representative. Sub-recipient also agrees to make no request for reimbursement for goods or services procured by Sub-recipient prior to the performance period start date of this agreement.

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to TDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. TDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until TDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as required by the SAA, currently referenced on the SAA web-based grants management system, and may be revised in subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The

Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from TDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days unless extenuating circumstances can be documented.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

D. Source Documentation Requirement. Sub-recipients must provide proof of payment documentation with all reimbursement requests submitted for processing. The following is a list of acceptable proof of payment documents:

- o Copy of cancelled check
- o Screen print of General Ledger account showing funds have been encumbered
- o Credit Card Statement showing purchase of the items
- o Payroll journal for individuals showing rate of pay and hours worked
- o Copy of invoice stamped "paid" with the date, vendor initials and check number for reference

National Incident Management System (NIMS) and the Incident Command System (ICS)

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2009 must be achieved by completing required actions outlined by FEMA and TDEM.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see <http://www.fema.gov/emergency/nims/CurrentYearGuidance.shtml>

NIMSCAST Requirements

To be eligible to receive FY 2009 DHS funding, local primary jurisdictions and tribes must have achieved 100% compliance with the FY 2008 NIMS compliance objectives and metrics in the NIMSCAST by January 30, 2009.

All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs.

Additional information on achieving NIMS compliance is available through the FEMA National Integration Center (NIC) Incident Management Systems Integration (IMSI) Division at <http://www.fema.gov/emergency/nims/>.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by TDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2009 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 09 COG Statement of Work.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that

one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. TDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, TDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, TDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. TDEM/SAA will unilaterally close out this grant if sub-recipient does not reconcile account and sign closeout GAN by the 60th day after the sub-recipient performance period ends.

Restrictions, Disclaimers and Notices

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by TDEM/SAA prior to obligation or expenditure of such funds. U.S. Department of Justice Financial Guide (Part III Chapter 15) <http://www.ojp.usdoj.gov/financialguide/>

B. In cases where local funding is established by COGs, release of funds by TDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that TDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet TDEM's liabilities hereunder. TDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief
Division of Emergency Management
State Administrative Agency
PO Box 4087
Austin, TX 78773-0220

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. **Audit Requirements** – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Retention and Accessibility of Records

A. **Retention of Records.** The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

B. **Access to Records.** The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

C. **Inclusion in Subcontracts.** The Sub-recipient shall include the substance of this Section in all subcontracts.

Subcontracts

A. **TDEM's Approval of Subcontract and Liability.** The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining TDEM's prior written approval.

B. **Sub-recipient Liability.** In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. TDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.

C. **Applicable Law.** The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.

Legal Authority

A. **Signatory Authority.** The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

B. **Authorized Representative.** The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Notice of Litigation and Claims

The Sub-recipient shall give TDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and
2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by DHS/FEMA grant programs.

Except as otherwise directed by TDEM, the Sub-recipient shall furnish immediately to TDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the Sub-recipient agrees to hold TDEM harmless and to indemnify TDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. During the period of this Sub-recipient agreement's performance TDEM and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by TDEM or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of TDEM or by his authorized designee.

Waiver

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Statute.

EXHIBIT A

THE APPLICABLE LAWS AND REGULATIONS

The Sub-recipient shall comply with OMB Circular A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Sub-recipients shall also comply with 2C.F.R. Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, 2C.F.R. Parts 225, State and Local Governments, Part 220, Educational Institutions; and Part 230, Non-Profit Organizations. Compliance with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial organizations is required. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in State Administrative Agency Information Bulletins, Texas Uniform Grants Management Standards (UGMS) and Paragraph A through M of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); (44 C.F.R. 7.1)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41f42+2957+3++%28civil%20ri>
http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr7_07.html

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); (44 C.F.R. 16.101)

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29f32+363+0++%28handicap%29> ;
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=16&SECTION=101&TYPE=TEXT> ;
The Sub-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/?link=GV>

C. ENVIRONMENTAL LAW AND AUTHORITIES - In accordance with the provisions of law cited in 44 C.F.R. § 10.8, the responsible entity shall assume the environmental responsibilities for projects under programs cited in §10.1, and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr10.1.htm

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37f40+1723+1++%28%29%20%20A> ;
The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37f40+1765+1++%28%29%20%20A> ;
The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17f20+511+0++%28%29%20%20AN>

E. FREEDOM OF INFORMATION ACT - (5 U.S.C. 552); (44 C.F.R. 5.1)
http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr5.1.htm ;
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05f08+26+0++%28information%29>

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 - If the Sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); (44 C.F.R. 25.1)
<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=25&SECTION=1&TYPE=TEXT>
<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41f42+4568+1++%28%29%20%20A>

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AND THE INCIDENT COMMAND SYSTEM (ICS) - Sub-Recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. <http://www.fema.gov/emergency/nims>

I. **PROGRAM INCOME** - If a Sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28C.F.R. Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr66_03.html and the Uniform Rule 28C.F.R. Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html. Sub-recipients must report any interest earned to TDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services
Division of Payment Management Services
P.O. Box 6021
Rockville, MD 20852

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26)

<http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=26&TYPE=TEXT>;
http://www.dhs.gov/xopnblz/grants/gc_1162481125903.shfm

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://www.statutes.legis.state.tx.us/link=GV>; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141)

Sub-recipients must also comply with 44, C.F.R., Part 13, http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html; with 2C.F.R. Part 215 http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215, 2C.F.R. Part 225, Part 220 and Part 230.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34 <http://frwebgate.access.gpo.gov/cgi-bin/get-cfr.cgi?TITLE=44&PART=13&SECTION=34&TYPE=TEXT>

1. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
2. The Sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

EXHIBIT B
CERTIFICATIONS

I, _____ (print) as the authorized official of _____, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000a et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et. seq.); The Age Discrimination Act of 1975, as amended, (20 U.S.C. § 6101 et. seq.).

C. As specified by TDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epis.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certifies that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

FY 2009 HSGP

Signature

Date

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING FOR
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned, _____ (print), as the authorized official of _____
certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

AI-34370

Health & Human Services Dept. 11. B.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Dairen Sarmiento,
HEALTH & HUMAN
SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of 2012 Texas Indigent Health Care Association membership dues in the amount of \$ 200.00, with authority for County Treasurer to issue check after review and auditing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-444-00-240-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 10/04/2012, in P.O. # 680440

Attachments

tihca

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/20/2012 11:39 AM
Ana Galvan	Ana Galvan	10/04/2012 01:23 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Dairen Sarmiento		Started On: 09/20/2012 11:25 AM
	Final Approval Date: 10/05/2012	



Invoice

Date	Invoice #
4/19/2012	6260

Bill To
Honorable Ramon Garcia County Judge Hidalgo County P.O. Box 1356 Edinburg, TX 78540

Texas Conference of Urban Counties

500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
Membership Dues for Texas Indigent Health Care Association 2012	200.00
<i>Desc</i> Invoice Received by: <u>Daren</u> Date <u>8/01/12</u> Goods/Services Received by: <u>Human Svcs</u> Date <u>4/19/12</u> <u>12</u> -1100-444-00-240-001-0- <u>810</u> Payment Amount \$ <u>200.00</u> PO# <u>680440</u> <i>Daren Garmier</i>	2012 SEP 7 PM 3 52 RECEIVED BY COUNTY AUDITOR
Total \$200.00 Balance Due \$200.00	

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	cuc@cuc.org	http://www.cuc.org



Purchase Order

COUNTY OF HIDALGO

PO#: 680440

DATE: 09/04/12

Page No 1 Of 1

VENDOR: 263532

REQ:00221954

FAX (512)476-5122

Email:

Phone: (512)476-6174

BUYER:

SHIP TO: HUMAN SERVICES

TEXAS CONFERENCE OF URBAN COUNTIES

1304 S. 25TH AVE.

500 WEST 13TH STREET

EDINBURG TX 78539

AUSTIN TX 78701

Vendor Acct:

CONTACT:

SITE: HUMAN SERVICES

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	YEAR	DO NOT DUPLICATE ORDER		
		OM MEMBERSHIP DUES FOR TEXAS INDIGENT HEALTH CARE ASSOCIATION 2012 NIGP#95296	200.00	200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		200.00

		For Hidalgo County use only		
		2-1100-444-00-240-001-0-810	200.00	
		Approved _____		

2012 SEP 7 PM 3 52

RECEIVED BY
COUNTY AUDITOR

Authorized by:

Martha L. Salazar

AI-34424

Health & Human Services Dept. 11. C.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to accept the Property Transfer Record Agreement from the Lower Rio Grande Valley Development Council which transfers a decontamination trailer into Hidalgo County's asset inventory.

BACKGROUND

Agenda Item number 9-C dated 12/05/2006 was approved by Commissioner's Court accepting the MOU between Hidalgo County and LRGVDC which listed the decontamination trailer as a resource to be shared during the period of December 1, 2006 through November 30, 2011.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: N/A

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No budgetary impact for transfer.

Attachments

MOU

Support Doc

legal

request

prop transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/25/2012 02:42 PM
Manuel Chapa	Manuel Chapa	09/26/2012 03:10 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Mike Escaname		Started On: 09/25/2012 01:35 PM
	Final Approval Date: 10/05/2012	

STATE OF TEXAS §
COUNTY OF HIDALGO §

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made by and between the **Hidalgo County Health Department**, hereinafter referred to as "Hidalgo County" and the **Lower Rio Grande Valley Development Council**, hereinafter referred to as "LRGVDC" as follows:

A. PREMISE: The need for this MOU is based on the following premises:

- a. In the event of a health care crisis resulting from a man-made or natural disaster or emergency, the community and its citizens are best served by cooperation among local agencies, organizations and institutions;
- b. The desire to provide the best medical care for the citizens of Hidalgo, Cameron, Willacy, and Starr County, and
- c. Delivery of medical care during and following a man-made or natural disaster or emergency may overwhelm the resources of any single medical provider.

B. PURPOSE: In the event of a man-made or natural disaster or emergency, and in order to save lives and protect public health, safety, and property, this MOU provides for the sharing of a decontamination trailer, decontamination trailer supplies, and other resources that may be available as determined by Hidalgo County or the LRGVDC.

C. RESOURCES TO BE SHARED: In accordance with the terms and conditions outlined herein, decontamination trailer and decontamination trailer supplies, which may include but are not limited to, equipment, information, personnel, pharmaceuticals, medical supplies, building space, communication capability, and administrative and medical support that may be shared between the parties as necessary.

I.

GENERAL TERMS AND CONDITIONS

For the purposes stated herein, the parties understand and it is hereby agreed that:

- a. Parties may share resources, including, but not limited to, personnel, equipment, information, pharmaceuticals, medical supplies, building space, communication capability, and administrative and medical support.
- b. Parties will cooperate with reasonable requests from designated county or city officials, including but not limited to: the County Judge, Mayor, Health Authority, or Emergency Management Officials.
- c. Parties agree to comply with the State Administrative Agency (SAA) which reserves the right to perform on-sight monitoring of the county health departments regarding its performance of decontamination trailers and equipment usage or compliance with applicable law. The LRGVDC and Hidalgo County agree to cooperate fully with such on-site monitoring.
- d. Parties agree to continue to provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of loss where applicable. Upon delivery of decontamination trailers agencies are required to sign the SAA permit loan form.
- e. Hidalgo County agrees to be responsible for the maintenance and care of equipment and parts authorized and purchased by the LRGVDC.
- f. Parties agree that Hidalgo County shall maintain control over the decontamination trailer and all equipment as purchased by the LRGVDC.
- g. Hidalgo County agrees to report any lost or stolen equipment to the LRGVDC as soon as possible, and shall fully participate immediately in an investigation by local law officials, county officials and the LRGVDC.
- h. Hidalgo County agrees to tag decontamination trailer and equipment with the appropriate and authorized identification labels in accordance with Hidalgo County procedures.
- i. Hidalgo County agrees to conduct a physical inventory as needed by the LRGVDC.
- j. In conflict with this MOU, Hidalgo County's participation is subject to and preempted by law, including not limited to applicable federal privacy and confidentiality laws; in its fulfillment of its mission to provide medical care to Hidalgo, Willacy and Starr counties.

*Correction will be made to reflect
as follows: Cameron, Hidalgo, Willacy and Starr
Chairman Approved on 11/1/07*

II.

NOTICES

All notices or other writings required under this MOU shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address or to such other address as the parties may designate in writing:

To LRGVDC:

Ken J. Jones, Executive Director
Lower Rio Grande Valley
Development Council
McAllen, Texas 78501
(956) 682-3481 phone

To Hidalgo County:

Ramon Garcia, County Judge
County of Hidalgo, Texas
100 East Cano St.
Edinburg, Texas 78539
956-381-2600

ADDL' COPY TO:

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health Department
1304 South 25th Street
Edinburg, Texas 78539
956-383-8858

III.

INDEMNIFICATION

To the extent permitted by state law, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, faculty, staff, agents or representatives, under this MOU, excluding claims, liabilities, damages expenses resulting from the negligence or willful misconduct of the other party, its employees, students, faculty, staff, agents or representatives.

IV.

IMPLEMENTATION AND TERMINATION

The term of this MOU begins on December 1, 2006 and ends on November 30, 2011. In the event these parties continue to abide by the terms of this MOU after the expiration of the initial term, this MOU shall continue on a month to month basis. The terms of this MOU are effective only for the duration of the state of emergency or disaster

V.

REVOCABILITY AND ASSIGNABILITY

This MOU is revocable by either party upon written notice. The revocation is effective sixty (60) days after the date it is delivered by registered mail, return receipt requested. This MOU is not assignable.

VI.

NON-APPROPRIATION OF FUNDS

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of Hidalgo County, Hidalgo County shall notify the LRGVDC in writing immediately upon such notice by Hidalgo County, and this MOU shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Hidalgo County.

VII.

LAW GOVERNING VENUE

This MOU shall be governed by and constructed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this MOU shall be performable in Hidalgo County, Texas.

EXECUTED on this the 5th day of December 2006
2006 at Brownsville, Hidalgo County, Texas.

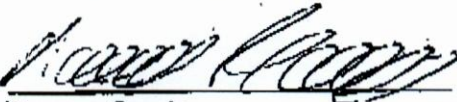
LRGVDC

Fax:9568823295

Mar 13 2007 03:52pm P006

LOCAL GOVERNMENT

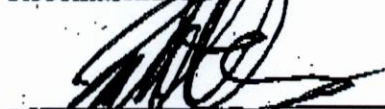
Hidalgo County Health Department

Ramon Garcia,
Hidalgo County Judge

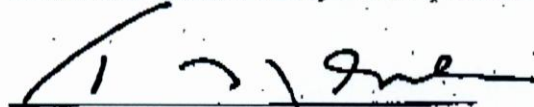
12/5/04

Date

Recommended by

Eduardo Olivarez,
Chief Administrative Officer
Hidalgo County Health Department**COUNCIL OF GOVERNMENT**

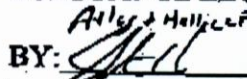
Lower Rio Grande Valley Development Council

Kenneth J. Jones
Executive Director

Date

APPROVED AS TO FORM AND
SUBSTANCE LEGAL COUNSEL

BY:


Attorney

COMMISSIONER

DEC - 5 2006

Mike Escaname

From: Manuel Cruz <mcruz@lrgvdc.org>
Sent: Tuesday, September 25, 2012 11:22 AM
To: Manuel Cruz; Mike Escaname
Cc: eddie.olivarez@hchd.org; Claudia M. Wood
Subject: RE: Request Property Transfer Form - Decon Trailer
Attachments: Property Transfer Record Agreement for Decon Trailer to HCHD.docx

As per our conversation, attached you will find the official state document "Property Transfer Record Agreement" for the Decontamination trailer. I have reviewed the MOU and found that it was only valid from Dec 01, 2006 thru Nov 30, 2011. As far as I understand, this equipment is no longer governed under the MOU unless it was agreed upon by both parties, which I did not find any documentation stating that fact. However, due to the source of funding that this item was purchased with, the State Administrative Agency (SAA) reserved the right to continue monitoring this item. If you have any questions please give me a call.

Thanks,

Manuel

From: Manuel Cruz
Sent: Monday, September 24, 2012 5:23 PM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org; Claudia M. Wood
Subject: RE: Request Property Transfer Form - Decon Trailer

As per your request, please see attachment. Mr. Olivarez signature will be required in the receiving personnel section of the form and will be sufficient. Please forward a copy so that we can complete the form with our signature. If you have any questions please let me know.

Thanks,

Manuel

From: Mike Escaname [<mailto:miguel.escaname@hchd.org>]
Sent: Monday, September 24, 2012 12:57 PM
To: Manuel Cruz
Cc: eddie.olivarez@hchd.org; Claudia M. Wood
Subject: Request Property Transfer Form - Decon Trailer

Hello Mr. Cruz:

I'm just following up on Mr. Olivarez's phone call with you on Thursday.

We'll be waiting for the Property Transfer Record Agreement pertaining to the decontamination trailer.

Thanks,

Mike Escaname

Budget Manager

Hidalgo County Health & Human Services Dept.

1304 S. 25th St

Edinburg, Texas 78539

956-383-6221



Mike Escaname

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Friday, September 28, 2012 2:34 PM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org; josie.escalante@hchd.org
Subject: RE: Request for Review - LRGVDC Property Transfer Record Agreement

Mike,

I have reviewed the Property Transfer Agreement regarding the decontamination trailer (which was the subject of the attached MOU) and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Mike Escaname [<mailto:miguel.escaname@hchd.org>]
Sent: Tuesday, September 25, 2012 2:18 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org; josie.escalante@hchd.org
Subject: Request for Review - LRGVDC Property Transfer Record Agreement

Hello Josephine:

We'd appreciate if you can review the attached Property Transfer Record Agreement from LRGVDC and advise whether you approve "as to form". We are presenting this transfer agreement to Commissioner's Court on 10/09/12 through AI-34424.

Background:

LRGVDC purchased this decontamination trailer during 2006 using FY 04 MMRS funding that they received. As per Mr. Cruz, LRGVDC Director, the grant period has since closed. A Memorandum of Understanding was

signed by LRGVDC and Hidalgo County on 12/05/06 that identified this decontamination trailer as a "shared resource". The MOU period ended on 11/30/2011.

This Property Transfer Record Agreement is to officially transfer this decontamination trailer into Hidalgo County's asset inventory.

Let Mr. Olivarez or me know if you have any questions or concerns.

Thanks,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
956-383-6221



From: Manuel Cruz [<mailto:macruz@lrgvdc.org>]
Sent: Tuesday, September 25, 2012 11:22 AM
To: Manuel Cruz; Mike Escaname
Cc: eddie.olivarez@hchd.org; Claudia M. Wood
Subject: RE: Request Property Transfer Form - Decon Trailer

As per our conversation, attached you will find the official state document "Property Transfer Record Agreement" for the Decontamination trailer. I have reviewed the MOU and found that it was only valid from Dec 01, 2006 thru Nov 30, 2011. As far as I understand, this equipment is no longer governed under the MOU unless it was agreed upon by both parties, which I did not find any documentation stating that fact. However, due to the source of funding that this item was purchased with, the State Administrative Agency (SAA) reserved the right to continue monitoring this item. If you have any questions please give me a call.

Thanks,

Manuel

From: Manuel Cruz
Sent: Monday, September 24, 2012 5:23 PM
To: 'Mike Escaname'
Cc: eddie.olivarez@hchd.org; Claudia M. Wood
Subject: RE: Request Property Transfer Form - Decon Trailer

As per your request, please see attachment. Mr. Olivarez signature will be required in the receiving personnel section of the form and will be sufficient. Please forward a copy so that we can complete the form with our signature. If you have any questions please let me know.

Thanks,

Manuel

From: Mike Escaname [<mailto:miguel.escaname@hchd.org>]

Sent: Monday, September 24, 2012 12:57 PM

To: Manuel Cruz

Cc: eddie.olivarez@hchd.org; Claudia M. Wood

Subject: Request Property Transfer Form - Decon Trailer

Hello Mr. Cruz:

I'm just following up on Mr. Olivarez's phone call with you on Thursday.

We'll be waiting for the Property Transfer Record Agreement pertaining to the decontamination trailer.

Thanks,

Mike Escaname

Budget Manager

Hidalgo County Health & Human Services Dept.

1304 S. 25th St

Edinburg, Texas 78539

956-383-6221





Governor's Division of Emergency Management

2005 Grant Adjustment Notice

for

Lower Rio Grande Valley Development COG

Date of Award

September 29, 2009

1. Sub-Recipient Name and Address	2. Prepared by: Carter, Brandy	3. Award Number: 05-GA 99013-02
Executive Director Ken Jones, Jr. Lower Rio Grande Valley Development COG 311 N. 15th McAllen, TX 78501-4705	4. Federal Grant Information	
	Federal Grant Title:	Homeland Security Grant Program
	Federal Grant Award Number:	2005-GE-T5-4025
	Date Federal Grant Awarded to GDEM:	September 27, 2005
	Federal Granting Agency:	Office of Grants and Training U.S. Department of Homeland Security

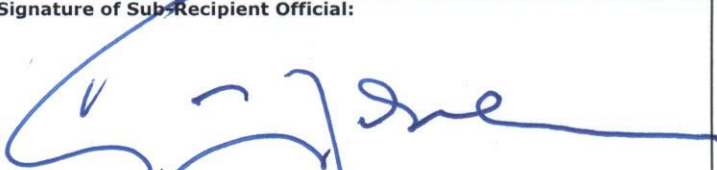
5. Award Amount and Grant Breakdowns						
Total Award Amount \$540,623.04	Note: Additional Budget Sheets (Attachment A): No					
	CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	SHSP/CCP 97.073	UASI 97.008
	\$0.00	\$0.00	\$227,592.00	\$258,031.04	\$55,000.00	\$0.00
This award supersedes all previous awards. Performance Period: Sep 27, 2005 to Sep 30, 2009						

6. Statutory Authority for Grant: This project is supported under Public Law 108-334, the Department of Homeland Security Appropriations Act of 2005.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval	
Approving GDEM Official: Jack Colley, Chief Division of Emergency Management Office of the Governor	Signature of GDEM Official: 

10. Sub-Recipient Acceptance	
I have read and understand the attached Terms and Conditions.	
Type name and title of Authorized Sub-Recipient official: Kenneth N. Jones, Jr. Executive Director Lower Rio Grande Valley Development Council	Signature of Sub-Recipient Official: 

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed : September 30, 2009
--	--

13. DUE DATE: September 30, 2009
Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.



Lower Rio Grande Valley Development COG
Local Purchase Submission Cover Sheet

Jan 19, 2007

Trailer & Medical Supplies



RR05177

Jurisdiction Remittance Address		Contact Information	
Organization:	Lower Rio Grande Valley Development COG	Name:	Manuel Cruz
Street:	311 N. 15th	Agency:	Lower Rio Grande Development COG
City/State/Zip:	McAllen, TX 78501	City/State/Zip:	McAllen, TX 78501
Federal ID#:	HS-05083	Phone:	956-682-3481
Email:	macruz@lrgvdc.org	Fax:	956-631-4670
Fax:	956-631-4670		

Item No.	Grant	Bar Code	Invoice No.	Amount
		Cargo Trailer - 24 X 8 Trailer		
1	2005 Grant Year	 II136733	LRGVMMRS JAN 07	\$115,714.00
		Shipping/Handling		
2	2005 Grant Year	 II143054	LRGVMMRS JAN 07	\$2,516.00
Invoiced Amount:				\$118,230.00
Jurisdiction Funds:				\$0.00
Reimbursement Amount:				\$118,230.00

Fax all documents to GDEM at: 512-424-7825.

The following items must be submitted with your reimbursement request. IF LOCAL

- ☒ DPA print out for each item.
- ☒ Copy of invoice for each item submitted. Invoices with multiple items should have the item submitted circled.
- ☒ Proof of payment or signed Economic hardship form.

I, Manuel Cruz, certify that I have received the above services/equipment and the equipment is now on my jurisdiction's inventory.

Signature: Manuel Cruz Date: 1/19/07



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV. 4044
Dec. 27, '06

PURCHASING NAME Lower Rio Grande Valley Development Council		TELEPHONE 956-682-3481	
ADDRESS 311 N. 15th St.	CITY McAllen	STATE Texas	ZIP CODE 78501

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR 2007	MAKE LDV DEC24TT-05	MODEL/BODY DEC24TT-05	VIN 4FGA624287C098871	LICENSE PLATE
--------------	------------------------	--------------------------	--------------------------	---------------

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.

MILEAGE:	Exempt
H-GAC Contract Price	\$112,751.00
Extend Trailer length from 20 ft to 24ft	\$1,769.00
Deliver of Trailer	2,516.00
Travel for one to LDV for Pre-Construction	\$994.00
1/2 fee for the H-GAC	\$200.00

Project # JP005651-2
P.O.# 3133

For a 24 ft.LDV De-Contaminated Trailer
with on board power & heat

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

E-mail vmorales@lrgvdc.org

CUSTOMER SIGNATURE	Victor Morales
SALESMAN SIGNATURE	Dave Holt / Mike Spencer

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
			N/A	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

TOTAL		118,230.00	
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	118,230.00
TELEPHONE: / FAX:		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	
Type: Trailer		Documentary Fee	
License:		Federal Excise Tax	
State Insp.:		TOTAL SALE PRICE	\$118,230.00
DATED: LIEN AMOUNT \$		License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		Total Balance Due	118,230.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code. will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas

**Texas Department of Public
Safety State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement**

Transferred From: Lower Rio Grande Valley Development Council
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Railroad St., Weslaco, Hidalgo, 78596
Street/Mailing Address, City, County, Zip

Kenneth N. Jones, Jr., Executive Director
Printed Name and Title

Signature Date

Transferred To: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

100 N. Closner, Edinburg, Hidalgo, 78539
Street/Mailing Address, City, County, Zip

Honorable Ramon Garcia, Judge, Hidalgo County
Printed Name and Title

Signature Date

This is to certify that the property described below was acquired by the expenditure of FY2005 Metropolitan Medical Response System funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor) LRGVDC. The jurisdiction/organization receiving the property (Grantee) Hidalgo County certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description: DEC20TT-05 Decontamination Trailer

Item Control Number: _____

Serial Number/VIN: 4FGA624287C098871

Model Number: DEC20TT-05

Acquisition Date: FEB 2007

Unit Cost: \$118,230.00

AI-34627

Health & Human Services Dept. 11. D.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and approval of 1115 Waiver Documents and/or 1115 Waiver Plan

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 12:54 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/05/2012 11:53 AM
	Final Approval Date: 10/05/2012	

AI-34407

Fire Marshal's Office 12. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion and possible action regarding Interlocal Cooperation Agreement between Linn-San Manuel Fire Department & Hidalgo County

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 2-1100-422-20-300-011-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

ICA

Form Review

Inbox
Budget & Management
Roland Garcia
Purchasing Department

Reviewed By
Merlen P. Munoz
Rolando Garcia
Angela Garcia

Date
10/04/2012 08:43 AM
10/04/2012 10:35 AM
10/05/2012 12:59 PM
Started On: 10/03/2012

Form Started By: Angela Garcia

Final Approval Date: 10/05/2012

Interlocal Cooperation Agreement between Linn-San Manuel and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 26 day of October, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Linn-SAN Manuel, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 26 day of October, 2011.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

- 1.1 This contract shall be for a period commencing on 26, October, 2011 and shall terminate on December 31, 2013.
- 1.2 After December 31, 2013, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such Invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s) excluded are situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

CHIEF DEPUTY / DEPUTY FIRE MARSHAL – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

FALSE ALARM CALL - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date.

FIREFIGHTING – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire excluding rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material

Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT— any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

LAW ENFORCEMENT ASSISTANCE – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission excluding MVA duties (traffic Control, washdowns, patient packaging)

MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider excluding immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

MUTUAL AID – A Primary Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go

through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a "special Situation".

NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium excluding propane tanks used for residential or commercial service (100lbs or under).

PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

RECOVERY CALL – Body - Any recovery of a deceased victim.

REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

RUBBISH – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

SEARCH and RESCUE CALLS – all rescues of person(s) living , from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse excluding Recovery, and or Vehicle Extrication.

SECONDARY CITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability excluding all aid to other Jurisdictions in their city limits.

SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

STRUCTURE – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

VEHICLE / COMMERCIAL VEHICLE – has the same meaning found in the Texas Transportation Code.

MOTOR VEHICULAR ACCIDENT (MVA) – any motor vehicle or automobile collision regardless of amount of or type vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

VEHICULAR EXTRICATION – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

COMMERCIAL VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle. (i.e. Semi Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus) excluding passenger vehicles privately owned for personal use (Duallys, 1 tons, Ect.)

VEHICLE FIRE (NON-COMMERCIAL) A working fire – upon arrival that involves any Passenger Type vehicle. (i.e. Personal Vehicle, car, truck, van).

WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. i.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

WILDLAND FIRE - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding Controlled type and or (prescribed) type Brush land clearing operation or rubbish fire(s).

WIRELINE INCIDENTS (ELECTRICAL) – where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

WIRELINE INCIDENTS (NON-ELECTRICAL)- where the response is such nature that there is a “downed-wire” or “low-hanging wire” - but no fire, and the responding Entity must remove, and or mitigate the non-emergency. Any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

3.0 ENTITY RESPONSIBILITIES

- 3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.**
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.**
- 3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.**
- 3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.**
- 3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.**
- 3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.**
- 3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.**

- 3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for it's firefighters/emergency response personnel.
- 3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

COUNTY RESPONSIBILITIES

- 4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.
- 4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.

k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

a. Conduct Fire Investigations

b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.

c. Provide Information and Reports

d. Provide assistance to municipal departments with Fire Investigations, upon request.

e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 FIRE PREVENTION

a. Plan, coordinate and direct activities.

b. Conduct and participate in training with all Fire Departments.

c. Acquire and maintain equipment.

d. Conduct public education.

e. Perform fire safety presentations.

4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT

a. Review and process all requests for reimbursements.

b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 RESPONSE

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.

b. Will respond to any major incidents.

c. Will integrate into the NIMS/ICS structure as appropriate

d. Will assist the Incident Commander with any duties as assigned.

e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.**
- 5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.**
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.**
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.**

6.0 REIMBURSEMENT PLAN

- 6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:**
- 6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident**

Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	CATEGORY I (CI)	Flat rate of \$1000.00 per incident.
(6.1.4.II.)	CATEGORY II (CII)	Flat Rate of \$ 600.00 per incident
(6.1.4.III.)	CATEGORY III (CIII)	Flat Rate of \$ 425.00 per incident.
(6.1.4.IV.)	CATEGORY IV (CIV)	Flat Rate of \$ 275.00 per Incident.
(6.1.4.V.)	CATEGORY V (CV)	Flat Rate of \$ 125.00 per Incident.

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE (as primary department)**
- .2 HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**
- .3 MASS CASUALTY**
- .4 RESCUE CALLS**
- .5 VEHICULAR EXTRICATION**
- .6 PUBLIC WORKS RESPONSE**
- .7 REGIONAL MEDICAL RESPONSE TEAM**
- .8 SECONDARY CITY/ENTITY (in place of primary department.)**
- .9 SPECIAL SITUATIONS**
- .10 GRASS / BRUSH WILDLAND FIRE**

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 MEDICAL CALL**
- .2 MUTUAL AID**
- .3 PASSENGER VEHICLE FIRE (NON-COMMERCIAL)**
- .4 LAW ENFORCEMENT ASSISTANCE**
- .5 RECOVERY CALL – BODY**

6.1.4.III CATEGORY III. A Rate of \$ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 WASH DOWN**
- .2 BEE ATTACK**

- .3 PETROLEUM BASED INCIDENT STANDBY**
- .4 WIRELINE INCIDENTS (ELECTRICAL)**

6.1.4.IV. CATEGORY IV. At a rate of \$ 275.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 TRAFFIC CONTROL**
- .2 LANDING ZONE**
- .3 HAZARDOUS MATERIALS (AWARENESS / OPERATIONS LEVEL)**

6.1.4.V. CATEGORY V. At a rate of \$125.00 per incident, as so stated, shall apply, during the term of this contract.

- .1 FALSE ALARM CALL**
- .2 GOOD INTENT CALLS**
- .3 SERVICE CALLS**
- .4 RUBBISH FIRE(S) (AUTHORIZED / UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)**
- .5 WIRELINE INCIDENTS (NON-ELECTRICAL)**
- .6 PALM TREE FIRE (NON-MOVING VEGETATION)**
- .7 MOTOR VEHICLE ACCIDENTS (PATIENT PACKAGING, SMR, SECURE VEHICLE)**

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

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

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Entity

LINN-SAN Manuel
Vol. Fire Dept. P.O. Box 72
LI'N, Texas 78563

If to County:

County of Hidalgo
Ramon Garcia, County Judge
1615 S. Closner, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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

9.6 ADDITIONAL DOCUMENTS. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

This page left blank – will be the designated signature sheet

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.)

CITY OF

Linn-San Manuel

By:

October 26, 2011
Date

ATTEST:

Diana H. Vinas, Ed. D.
City Secretary Board President

COUNTY OF HIDALGO

Ramon Garcia, County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

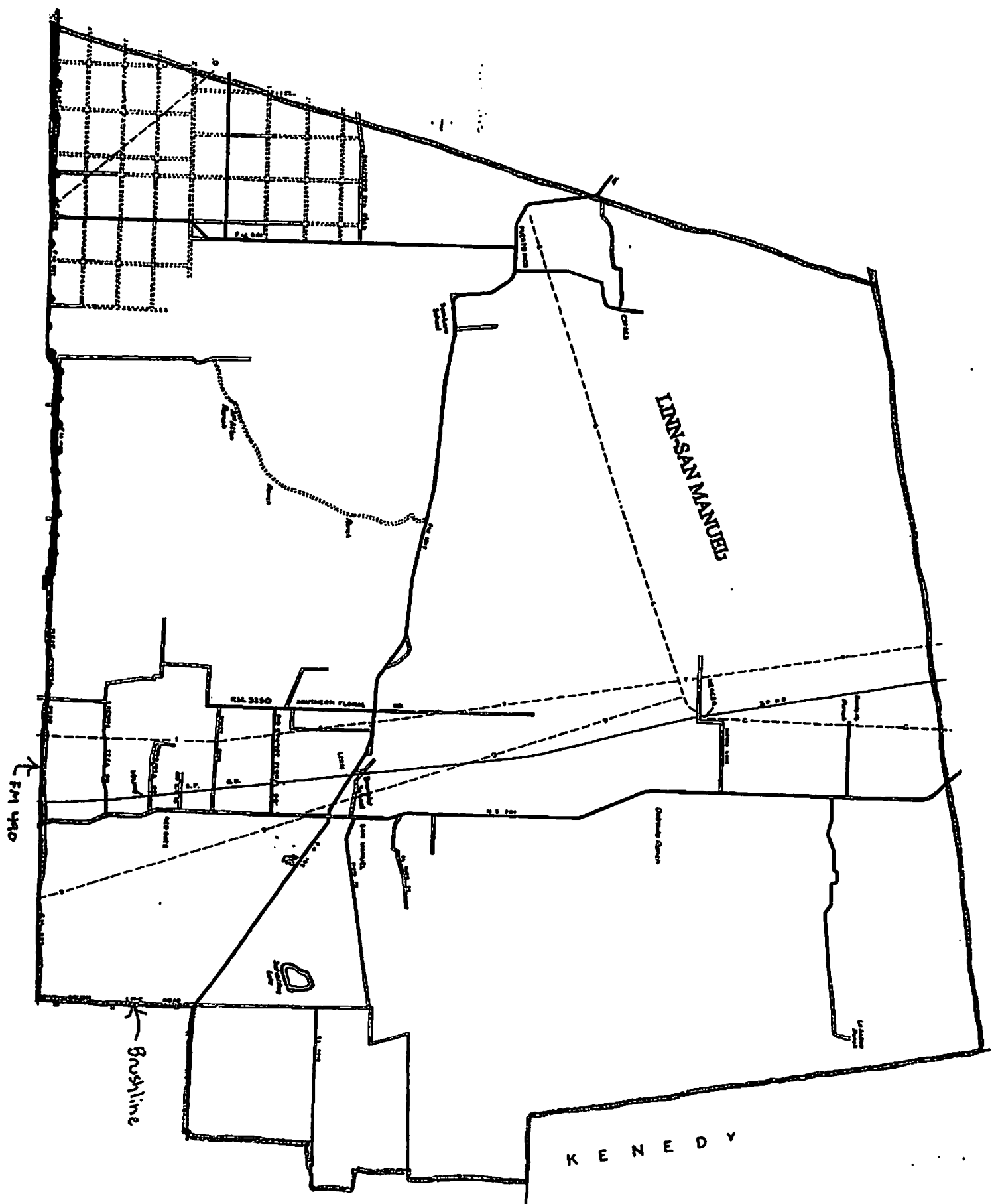
Approved as to Form: Atlas & Hall, LLP

By:

Stephen L. Crain
Stephen L. Crain

Rural Emergency Service Incident Report
(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____		COUNTY INCIDENT: _____	
DATE : _____	ALARM TIME : _____	ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____	
MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
NON-APPLICABLE		DEPARTMENT: _____	
CALLER NAME: _____		REQUESTING PERSON: _____	
CALLER NAME: _____		OTHER: _____	
CALLER ADDRESS: _____		PHONE: _____	
CALLER PHONE: _____		WALK-IN: _____	
INCIDENT LOCATION: _____			
OCCUPANT NAME: _____		OWNER NAME: _____	
OWNER ADDRESS: _____			
OWNER PHONE #: _____		OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____			
TYPE OF ACTION TAKEN: _____			
UNITS RESPONDING: _____		UNITS COMMITTED: _____	
# OF PERSONNEL: _____		MILEAGE (ROUND TRIP): _____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	
COMMENTS: _____			
Incident Commander: _____		Report Prepared by: _____	
ESTIMATED \$ LOSS: _____		ATTEST: _____	
		Fire Chief	
REIMBURSEMENT REQUESTED: ____\$125.00 ____\$275.00 ____\$425.00 ____\$600.00 ____\$1000.00			
HCFMO Approval Amount : ____\$125.00 ____\$275.00 ____\$425.00 ____\$600.00 ____\$1000.00			



AI-34443

Urban County 13. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Candace Armenta

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 25 (2012) Palmview Street Improvement funds.

Professional Service Firm	Grade	Ranked
SAMES, Inc.	96.00	
S&B Infrastructure	93.00	
Hinojosa Engineering	92.34	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of for the provision of engineering services for an Urban County Program Year 25 (2012) City of Palmview, Street Improvements project located at the Abram Road Bridge in Palmview, Texas.

BACKGROUND

The three (3) engineering firms rated from the County's approved "pool" are: SAMES, Inc., S&B Infrastructure, Hinojosa Engineering for the Street Improvement project located at the Abram Road Bridge in Palmview, Texas.

Funds Available: \$ 275,900.00 2012 Palmview Street Improvement funds

Attachments

Palmview Ranking Grid

Form Review

Inbox
Budget & Management
Purchasing Department

Reviewed By
Merlen P. Munoz
Angela Garcia

Date
09/26/2012 10:44 AM
10/05/2012 12:59 PM
Started On: 09/26/2012 08:22 AM

Form Started By: Mary Flores

Final Approval Date: 10/05/2012

**City of Palmview
Engineering Services
Street Improvements (Abram Road Bridge)
Year 25 (2012)
Grading-Ranking Grid**

Criteria	SAMES, Inc.			S&B Infrastructure			Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	19	20	20	19	20	20
Experience of Project Team	25	25	15	24	25	23	24	25	23
Experience/ Availability of Project Manager	20	20	18	18	20	16	18	20	13
Understanding of Project	25	25	25	23	20	23	22	20	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	8	10	10	8	10
TOTALS	100	100	88	94	93	92	93	93	91
AVERAGES	288+3=96.0			279+3=93.0			277+3=92.34		
RATING									

AI-34581

Urban County 13. B.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Monica Leal

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

On behalf of the Hidalgo County Precinct No. 1, Urban County Program is requesting approval to reject the sole bid submitted by Jimmy Closner & Sons Construction Co., Inc. of Mercedes, TX with a total price of \$299,369.70 for FY 22 (2009) Street improvements for Saenz Avenue.

BACKGROUND

Bid were received and opened at the Hidalgo County Purchasing Department on September 26, 2012. After review the project engineer recommended that the sole bid be rejected, due to consequently high-priced bid. See attached recommendation letter from TEDSI Infrastructure Group.

Attachments

Bid tabulation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 04:21 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Mary Flores		Started On: 10/03/2012 03:50 PM
	Final Approval Date: 10/05/2012	

COUNTY *of* HIDALGO



Joel Quintanilla
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

October 2, 2012

Hidalgo County - Urban County Program
Attn: Diana R. Serna, Director
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Street Improvements - Saenz Ave.
Bid No.: 5009-91-0311-5000-9100-UCP-ML

Dear Ms. Serna,

Hidalgo County Precinct No. 1 is requesting to reject the sole bid submitted by Jimmy Closner & Sons Construction Co. of Mercedes, Texas with a total price of \$299,369.70 for FY 22 (2009) Street Improvements for Saenz Ave.

Hidalgo County Pct. 1 is in concurrence with TEDSI Infrastructure Group recommending Saenz Ave be constructed using Pct. 1 personal and equipment.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P.R. Avila". The signature is written in a cursive style with a large "P" and "R".

P.R. Avila
Director of Road and Bridge-
Hidalgo County Precinct No. 1





TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

September 28, 2012

Ms. Monica Leal, UCP Program Coordinator 1
Hidalgo County Urban County Program
1916 Tesoro Blvd
Pharr Texas 78577

RE: *Bid No.: 5009-91-0311-5000-9100-UCP-ML
Hidalgo County Precinct No. 1 - Street Improvements Project - Saenz Avenue
Bid Award Recommendation*

Dear Ms. Leal:

TEDSI Infrastructure Group has reviewed the Bid tabulations for the above referenced project. Only one bid was submitted and received by the Hidalgo County Urban County Program.

- **Jimmy Closner & Sons Construction Co., Inc.** submitted a bid for a total of **\$299,369.70.** There were no errors in their bid tabulation.

Jimmy Closner & Sons Construction Co., Inc. bid was 34.9% higher than Engineer's Estimate (\$221,972.00) and 11.8% higher than the Allocated Construction Funds (\$267,773.98).

TEDSI Infrastructure Group recommends the following options:

1. Re-advertise project to allow for multiple bids
2. Construction to be done with Pct 1 forces

Should additional funds be allocated for this project, it is our recommendation that Hidalgo County award construction of above mentioned project to the sole bidder.

If you should have any questions or concerns, please do not hesitate to contact us at 956.424.7898.

Sincerely,
TEDSI INFRASTRUCTURE GROUP INC.

Jose A. Sanchez, P.E.
Project Manager

Enclosures: As Stated

**HIDALGO COUNTY PCT. No. 1 STREET IMPROVEMENTS PROJECT - SAENZ AVE
BID TABULATIONS**

ROADWAY SUMMARY				ENGINEERS ESTIMATE		CLOSER	
ITEM	TOTAL	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0110	1557	CY	EXCAVATION (ROADWAY)	\$3.50	\$5,449.50	\$5.50	\$8,563.50
0132	16	CY	EMBANKMENT (FINAL) ORD COMP (TY C)	\$30.00	\$480.00	\$25.00	\$400.00
0247	532	CY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	\$25.00	\$13,300.00	\$46.30	\$24,631.60
0260	3712	SY	LIME TRT (EXST MATL)(6")	\$2.00	\$7,424.00	\$3.00	\$11,136.00
0260	3564	SY	LIME TRT (NEW BASE)(6")	\$2.00	\$7,128.00	\$2.00	\$7,128.00
0260	27.7	TON	LIME (HYD, COM, OR QK (SLURRY)) - SUBGRADE	\$150.00	\$4,155.00	\$175.00	\$4,847.50
0260	18	TON	LIME (HYD, COM, OR QK(SLURRY)) - FLEXBASE	\$150.00	\$2,700.00	\$175.00	\$3,150.00
0310	599	GAL	PRIME COAT (MC-30)	\$4.00	\$2,396.00	\$4.50	\$2,695.50
0340	257	TON	D-GR HMA(METH) TY-D SAC-B PG64-22	\$100.00	\$25,700.00	\$101.40	\$26,059.80
0479	5	EA	ADJ MANHS (SANITARY)	\$500.00	\$2,500.00	\$450.00	\$2,250.00
0500	1	LS	MOBILIZATION	\$2,500.00	\$2,500.00	\$12,500.00	\$12,500.00
0502	4	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$1,500.00	\$6,000.00	\$2,800.00	\$11,200.00
0529	22	LF	CONC CURB (TY A)(BARRIER)	\$25.00	\$550.00	\$20.00	\$440.00
0644	9	EA	INS SM RD SN SUP&AM TY 10BWG(1)SA(P)	\$450.00	\$4,050.00	\$750.00	\$6,750.00
0644	2	EA	INS SM RD SN SUP&AM TY 10BWG(1)SA(U)	\$600.00	\$1,200.00	\$750.00	\$1,500.00
0644	2	EA	INS SM RD SN SUP&AM TY 10BWG(2)SA(P)	\$800.00	\$1,600.00	\$1,430.00	\$2,860.00
0666	111	LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	\$10.00	\$1,110.00	\$7.75	\$860.25
0666	1	EA	REFL PAV MARK TY I (W)(SYMBOL)(100MIL)	\$300.00	\$300.00	\$290.00	\$290.00
0666	190	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	\$2.00	\$380.00	\$1.25	\$237.50
0666	1066	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	\$2.00	\$2,132.00	\$1.25	\$1,332.50
				TOTAL	\$91,054.50	TOTAL	\$128,832.15

DRAINAGE SUMMARY				ENGINEERS ESTIMATE		CLOSER	
ITEM	UNIT	UNIT	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL
0100	13	STA	PREPARING ROW	\$1,200.00	\$15,600.00	\$1,100.00	\$14,300.00
0164	1895	SY	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	\$2.00	\$3,790.00	\$1.45	\$2,747.75
0168	57	MG	VEGETATIVE WATERING	\$25.00	\$1,425.00	\$20.00	\$1,140.00
0400	10	CY	CEMENT STABIL BKFL	\$200.00	\$2,000.00	\$220.00	\$2,200.00
0402	1150	LF	TRENCH EXCAVATION PROTECTION	\$2.00	\$2,300.00	\$10.00	\$11,500.00
0432	11	CY	RIPRAP (CONC)(4IN)	\$250.00	\$2,750.00	\$250.00	\$2,750.00
0464	32	LF	RC PIPE (CL III) (18 IN)	\$35.00	\$1,120.00	\$50.00	\$1,600.00
0464	508	LF	RC PIPE (CL III)(24IN)	\$45.00	\$22,860.00	\$65.00	\$33,020.00
0464	496	LF	RC PIPE (CL III)(30IN)	\$60.00	\$29,760.00	\$85.00	\$42,160.00
0464	80	LF	RC PIPE (CL III)(36IN)	\$81.00	\$6,480.00	\$105.00	\$8,400.00
0465	3	EA	INLET (COMPL)(TY F)	\$4,500.00	\$13,500.00	\$7,500.00	\$22,500.00
0465	3	EA	INLET EXT (TY F)	\$1,000.00	\$3,000.00	\$2,100.00	\$6,300.00
0465	1	EA	INLET (COMPL) (TY CC)	\$3,200.00	\$3,200.00	\$4,200.00	\$4,200.00
0496	1	EA	REMOV STR (INLET)	\$500.00	\$500.00	\$500.00	\$500.00
0496	32	LF	REMOV STR (PIPE)	\$10.00	\$320.00	\$10.00	\$320.00
0506	84	SY	CONSTRUCTION EXITS (INSTALL)(TY 1)	\$15.00	\$1,260.00	\$35.00	\$2,940.00
0506	84	SY	CONSTRUCTION EXITS (REMOVE)	\$5.00	\$420.00	\$20.00	\$1,680.00
0529	1189	LF	CONC CURB & GUTTER (TY A)(BARRIER)	\$15.00	\$17,835.00	\$8.20	\$9,749.80
0530	74	SY	DRIVEWAY (ACP)	\$30.00	\$2,220.00	\$20.00	\$1,480.00
5049	70	LF	BIDGRGD EROSION CONTROL LOG (8"DIA)	\$8.25	\$577.50	\$15.00	\$1,050.00
				TOTAL	\$130,917.50	TOTAL	\$170,537.55

ALLOCATED CONSTRUCTION FUNDS	ENGINEER'S ESTIMATE	CLOSER'S BID
\$267,773.98	\$221,972.00	\$299,369.70
CLOSER'S PERCENT OVER ENGINEER'S ESTIMATE		+ \$34.87%
CLOSER'S PERCENT OVER ALLOCATED CONSTRUCTION FUNDS		+ \$11.80%



Jose A. Sanchez, P.E. 9/28/2012
TEDSI Infrastructure Group DATE

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 26, 2012

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: “Precinct No. 1 - Street Improvements Project – Saenz Avenue”

BID NO: 5009-91-0311-5000-9100-UCP-ML

PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Total Price	Bid Bond/ Cashier's Check
1.	Jimmy Closner & Sons	\$299,369.70	Included
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

AI-34447

Urban County 13. C.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Amanda Flores

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Approval of a resolution for designation of authorized signatories for the Texas General Land Office (GLO) formally known as "TDRA", Texas Community Development Block Grant Funds (TxCDBG) for the following grant:

a. 2012 Texas General Land Office GLO#12-589-000-6887/ DRS220068

2. Authorize Hidalgo County Judge to sign any and all documents regarding Round 2.2 funds.

BACKGROUND

This Resolution is required by the Texas General Land Office for the funding authorized for Hidalgo County

Round 2.2 grant. The Resolution designates certain authorized signatories for the DRS\GLO Grant-The Texas General Land Office-Texas Community Development Block Grant Program.

Attachments

Depository Auth. Sig. Form

Resolution 2.2

Part 1

2

3

4

5

6

7

8

9

direct deposit

Form Review

Inbox

Budget & Management

Purchasing Department

Form Started By: Mary Flores

Reviewed By

Merlen P. Munoz

Angela Garcia

Final Approval Date: 10/05/2012

Date

09/26/2012 10:47 AM

10/05/2012 12:59 PM

Started On: 09/26/2012 09:07 AM



Texas General Land Office - Disaster Recovery

Depository/Authorized Signatories Designation Form (Revised: 7/11/12)

Grantee/Contractor: Hidalgo County GLO-DR Contract No: GLO 12-589-000-6887

DRS Grant No: 220068

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

First National Bank
(Name of Lending Institution)

302 E. University Drive
(Address)

Edinburg, Tx 78539
(City, State, Zip Code)

Fund Account Number: 14,010,143

The individuals below are designated by resolution as authorized signatories for contractual documents – (At least two signatories required.)

<u>Ramon Garcia</u> (Name) <u>Hidalgo County Judge</u> (Title) (Signature)	<u>Yolanda Chapa</u> (Name) <u>Hidalgo County Chief Administrator</u> (Title) (Signature)
<u>Diana R. Serna</u> (Name) <u>Hidalgo County UCP Director</u> (Title) (Signature)	<u>Antonio Barco</u> (Name) <u>Hidalgo County UCP Deputy Director</u> (Title) (Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

RESOLUTION

RESOLUTION DESIGNATING AND AUTHORIZING SIGNATORIES FOR THE OFFICE OF THE TEXAS GENERAL LAND OFFICE PROGRAM FUNDS.

WHEREAS, the Urban County Program applied for and received funding from the Texas General Land Office (GLO):

2012 Texas General Land Office GLO#12-589-000-6887/ DRS220068

Precinct No.1 Flood Drainage Improvements

Precinct No.4 Flood Drainage Improvements

WHEREAS, it is necessary and in the best interest of Hidalgo County to designate as needed: The County Judge, the Hidalgo county Chief Administrator, the Urban County Program Director, and/ or Urban County Program Deputy Director to act in all GLO program matters pertaining to the implementation administration, or participation in fulfilling the requirements of the GLO contractual program documents.

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED BY THE COMMISSIONER' COURT OF THE COUNTY OF HIDALGO, TEXAS:

That the Hidalgo County Commissioners' Court designate the persons holding the following positions as authorized signatories on any account in which funds from the Office of the Texas General Land Office Program are deposited: Hidalgo County Judge, Hidalgo County Chief Administrator, Urban County Program Director, and/or Urban County Deputy Director respectively.

PASSED AND APPROVED THIS ____DAY OF_____

**Ramon Garcia, County Judge
Hidalgo County, Texas**

ATTEST:

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



Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.305.9126

RECEIVED

SEP 13 2012

COUNTY JUDGE

TRANSMITTAL OF DOCUMENTS – SEPTEMBER 10, 2012

The Honorable Ramon Garcia
County of Hidalgo
1615 South Closner Boulevard, Suite J
Edinburg, TX 78539

RE: GLO CONTRACT NO. 12-589-000-6887

Dear Judge Garcia:

Enclosed concerning the GLO document referenced above is one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 305-9126 or by email at arjun.atholi@glo.texas.gov.

Best regards,

Arjun Atholi
Contract Specialist
GLO Legal Services Division

TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N. CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873





GLO CONTRACT NO. 12-589-000-6887
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM
ROUND 2.2 NON-HOUSING GRANT AGREEMENT

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” or “the Program”). In strict conformance with the terms and conditions of this Contract, Grantee shall conduct disaster recovery projects and economic revitalization activities as authorized by the GLO for and in the County of Hidalgo, as detailed in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment A** (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, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO.

(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 **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000.00)**, 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 documents, attached hereto and incorporated herein in their entirety for all purposes (the "Attachments"), 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) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT F:** 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 26, 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.

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Grantee Budgets as 'Category,' and the terms are interchangeable under this Contract.



“Administrative and Audit Regulations” means the regulations included in Title 24, CFR, Part 85. Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO’s contracted examiners, the State Auditor’s Office, and the Texas Attorney General’s Office.

“Amendment” means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Work Orders, Technical Guidance Letters, or Revisions, as herein defined.

“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**.

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

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

“Certificate of Construction Completion” means a document to be executed by the construction contractor, Engineer, and Grantee, for each construction project which, when fully executed, indicates acceptance of the completed Project.

“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” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Documents” means the documents listed in **SECTION 1.02**.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“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, also in **Attachment E**.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"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.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"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**.

"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 administered by HUD, in cooperation with the GLO.

"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 for the CDBG-DR grant program.

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

"Revision" means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among Budget categories, and other Contract adjustments that may be approved outside the GLO's formal Amendment process.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of the CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.



“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;
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (g) All attachments within this Contract, including those incorporated by reference, and any amendments, are considered part of the terms of this Contract;
- (h) 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;
- (i) 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;

- (j) 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;
- (k) 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
- (l) 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

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.

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

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

GRANTEE SHALL SUBMIT AN ACTUAL BUDGET AND 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, WHICHEVER OCCURS FIRST. 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 -- DURATION, EXTENSION, TERMINATION, DEFAULT, AND REMEDIES

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; as may be revised, 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 SIXTY (60) 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.

4.02 FORMS

Grantee must execute the applicable forms included in **Attachment E**, 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.

- (a) General Affirmations are found in **Attachment D**, and Grantee certifies by the execution of this Contract to all statements therein.
- (b) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found at Page 1 of **Attachment E**, and must be executed by Grantee.
- (c) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 3 of **Attachment E**, and must be executed by Grantee.
- (d) 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 4 of **Attachment E**.

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**ARTICLE 5 - FEDERAL AND STATE FUNDING,
RECAPTURE, REDISTRIBUTION, RETAINAGE, AND OVERPAYMENT OF FUNDS**

5.01 FEDERAL FUNDING

- (a) 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.**
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

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 the Project as set forth in the Contract, in a satisfactory manner as determined by the GLO. 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. **This paragraph specifically includes the mandatory recapture of any funds used for the completion of any individual project that does not provide benefits to the beneficiaries as specified in the Performance Statement in Attachment A.**

5.04 REDISTRIBUTION OF FUNDS

Within sixty (60) days after receipt of non-housing project bids, Grantee must obligate excess funds remaining, if any. Failure to do so will result in redistribution of the funds to other Grantees or eligible entities for qualified projects.

5.05 RETAINAGE

To ensure full performance, the GLO may retain an amount equal to five percent (5%) of Grantee's grant funds 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, requirements of the Contract; and all applicable law, rules, and regulations.

5.06 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 Non-Exclusive List of Applicable Laws, Rules, 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. These records shall be made available during the term of this Contract and the subsequent period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-DR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

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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 the Project in the types and amounts customarily carried by a person or entity providing such goods or services. 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:

The Texas Comptroller's Vendor Performance Program at:

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/.](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. 7244-7255 (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 Boulevard, Suite J
Edinburg, TX 78539
Attention: Ramon Garcia, County Judge

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

Amendments to decrease or increase the Budget, or to add or delete a Grantee Activity, or to increase the term of the Contract may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

Pursuant to SECTION 2.04 hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all changes made by Amendments, Revisions or Technical Guidance Letters approved over the life of the Project.

8.18 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its integrated Attachment(s), and any Amendment, Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, 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), Amendment, Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Amendment, Technical Guidance Letter, or Revision 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. 12-589-000-6887
GRANTEE - ROUND 2.2**

GENERAL LAND OFFICE



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Date of execution: 9/4/12

ARI LEGAL 
PB DIV 
AGC 
GC 

COUNTY OF HIDALGO



By: Ramon Garcia
Title: Hidalgo County Judge

Date of execution: _____

Approved by Commissioners' Court
on 12/6/11 RO

ATTACHMENTS TO 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,) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT F:** Special Conditions

ATTACHMENTS FOLLOW

215 4

COUNTY OF HIDALGO

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

As a result of Hurricane Dolly on July 23, 2008 and Hurricane Ike on September 13, 2008, various County drainage ditches/channels were overwhelmed due to high winds, flooding, and large quantities of debris, which caused the drainage channels to fail to function as the primary storm water conveyance for the area. The failure of the drainage system to function threatened the public health, safety, and welfare of all served by these facilities due to overflowed drainage banks causing standing water on the roads, which impeded emergency vehicle access, and flooding. The County is in need of drainage infrastructure improvements to ensure proper storm water conveyance and reduce flooding.

Flood and Drainage Facilities - 5

Pct. 1 Delta Area Connector/East Lateral

Grantee shall reconstruct an existing drainage system by providing an adequately sized lateral drainage channel to direct storm water to a primary drainage channel, the Hidalgo County Drainage District (HCCD) No. 1 drainage system. Work includes channel excavation (reshaping and widening), concrete riprap installation, associated utility adjustments, and site work associated with construction. Proposed improvements will ensure proper conveyance of storm water and significantly reduce flooding. Construction shall take place at the following location in Hidalgo County, Texas (between Edcouch and La Villa):

<u>Flood and Drainage Facilities:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Existing channel between Mile 2 West and FM 491	From: South ROW of SH 107 To: South to a point just north of Mile 12 1/2	Linear Feet	20,000

These activities shall benefit fifty thousand two hundred forty-three (50,243) persons, of which thirty-three thousand seven hundred eighty-six (33,786), or sixty-seven percent (67%), are of low to moderate income.

Pct. 4 Alberta Drain

Grantee shall construct a new east-west lateral drainage system to outfall into the HCDD drainage system. Grantee shall purchase and install new culverts ranging in size from eighteen inches to sixty inches (18 in. - 60 in.), along with associated drainage inlets, junction boxes, manholes, and repair pavement as needed. Grantee shall also perform ditch excavation, install concrete riprap, regrade and excavate roadside ditches, make utility and irrigation adjustments, and perform site work associated with construction. Proposed improvements will ensure proper conveyance of storm water and significantly reduce flooding. Construction shall take place at the following location in Edinburg, Texas:

<u>Flood and Drainage Facilities:</u>	<u>Location:</u>	<u>HUD Performance Measure:</u>	<u>Approximate Units:</u>
Drainage channel and storm sewer improvements	From: An existing channel approx. 0.89 miles east of Tower Road, between Alberta Road and Owassa Road To: West to a point approx. 0.25 miles west of Tower Road	Linear Feet	6,040

These activities shall benefit one thousand eight hundred sixty-one (1,861) persons, of which one thousand six hundred sixty-nine (1,669), or eighty-nine percent (89%), are of low to moderate income.

Acquisition - 24

Grantee shall acquire easements as needed to accommodate the Pct. 4 Alberta Drain drainage improvements. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.) and HUD implementing regulations (24 CFR Part 42).

Engineering - 30

Grantee shall ensure the amount of the funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services, does not exceed the amount specified for Engineering in the Budget.

Project Delivery - 33

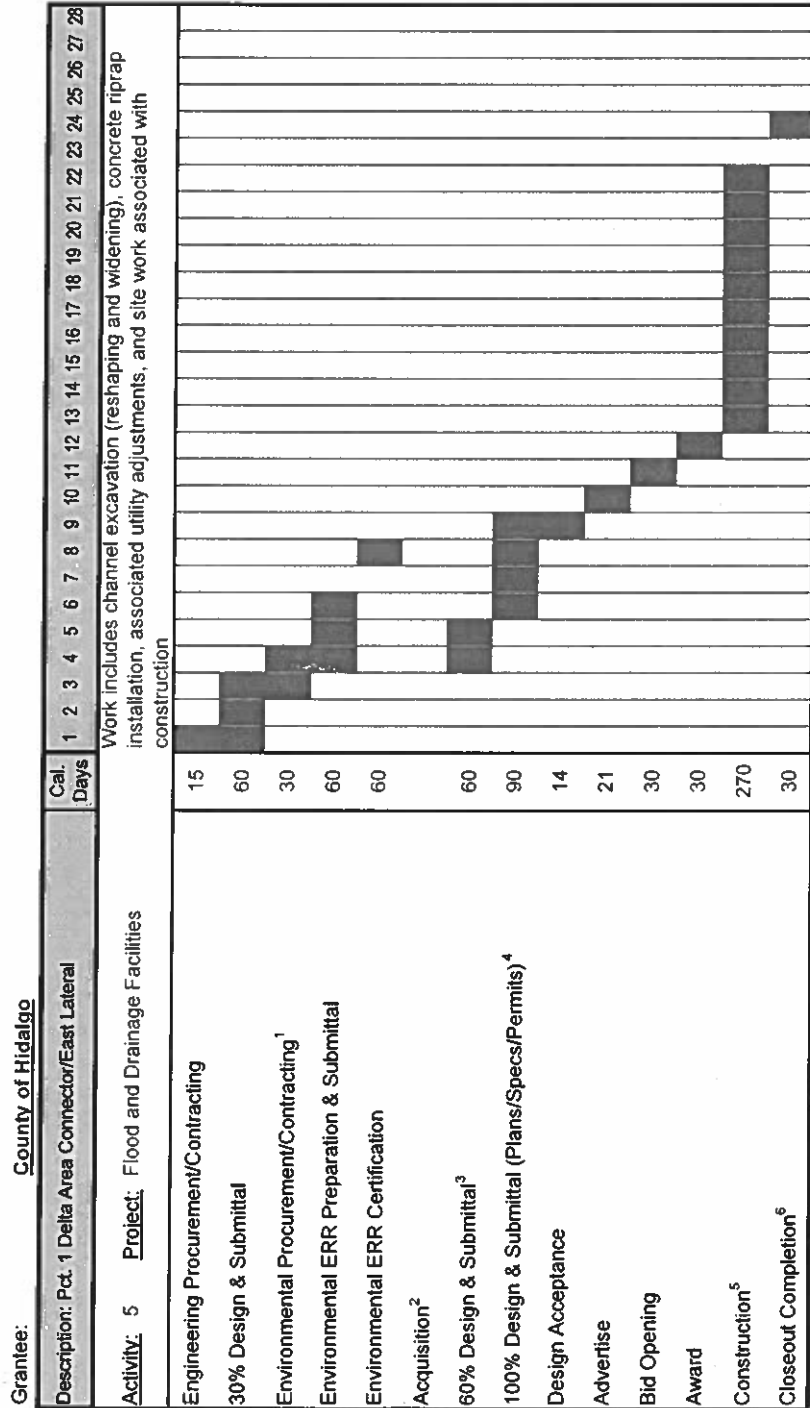
Grantee shall ensure the amount of the funds expended for all eligible project-related "project delivery" administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for Project Delivery in the Budget.



Planning/Project Delivery (Environmental) - 35

Grantee shall ensure the amount of the funds expended for all eligible project-related “project delivery” environmental activities does not exceed the amount specified for Environmental in the Budget.

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¹ Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

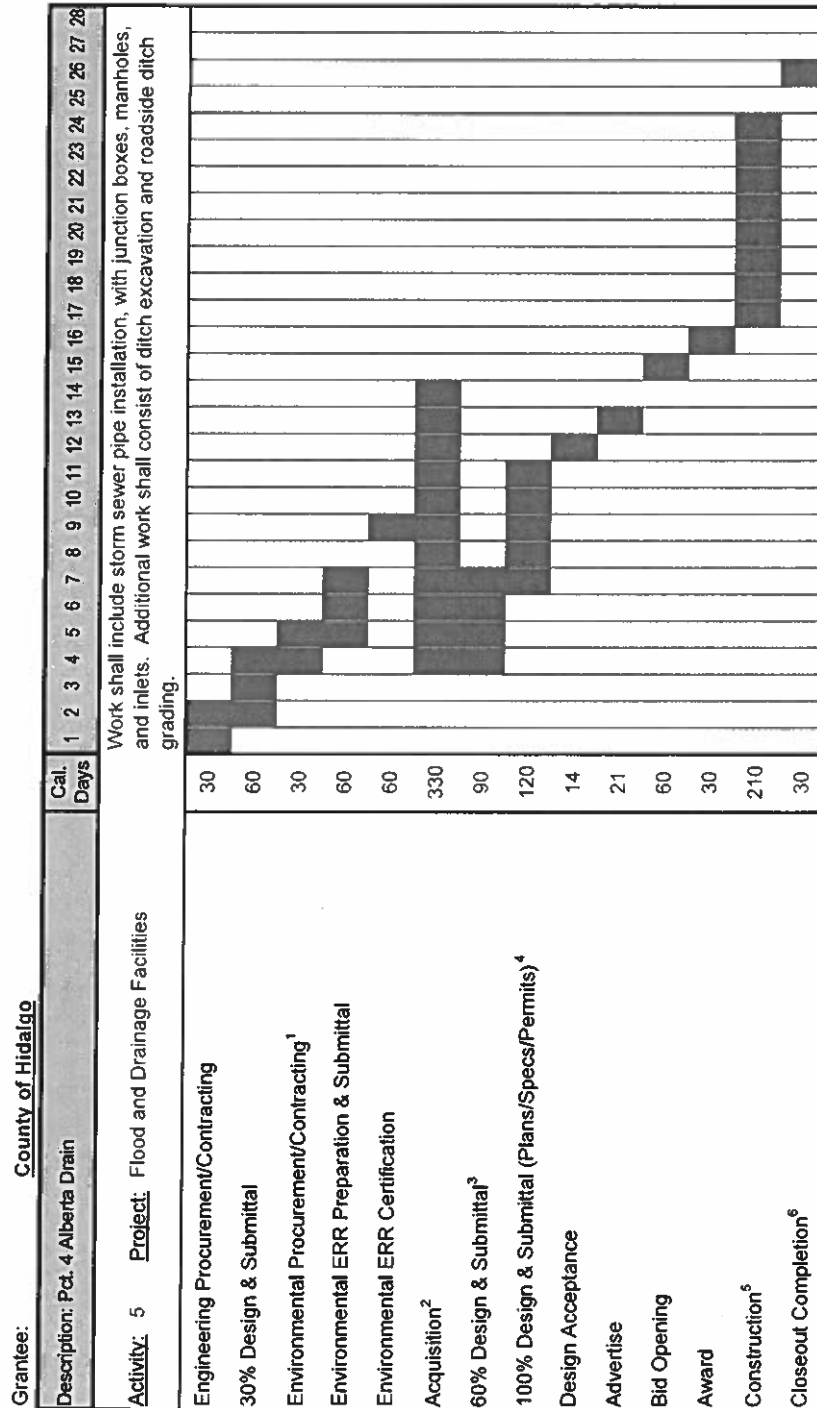
² Acquisition is assumed to start the day following the 30% design submittal.

³ 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

⁴ 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

⁵ Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

⁶ Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.



¹ Environmental procurement/contracting is assumed to start the day following the 30% design submittal.

² Acquisition is assumed to start the day following the 30% design submittal.

³ 60% design is assumed to start two (2) weeks after the 30% design submittal for review.

⁴ 100% design is assumed to start two (2) weeks after the 60% design submittal for review.

⁵ Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.

⁶ Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

COUNTY OF HIDALGO

<u>HUD Activity</u>	<u>Categories</u>	<u>Grant Funds to Grantee</u>	<u>Grant Funds to Service Providers Contracted by GLO</u>	<u>Other Funds</u>	<u>Total Funds</u>
5	Flood and Drainage Facilities	\$3,536,323	\$0	\$0	\$3,536,323
24	Acquisition	\$358,750	\$0	\$0	\$358,750
30	Engineering/Architectural Services	\$61,415	\$283,019	\$86,431	\$430,865
33	Project Delivery	\$260,493	\$0	\$0	\$260,493
35	Environmental	\$0	\$0	\$0	\$0
	Total	\$4,216,981¹	\$283,019¹	\$86,431	\$4,586,431

¹Total Grant Funds = \$4,500,000

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations.

Grantee and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Act and Regulations specified in **SECTION 1.03** of this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery;

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;"

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063." The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);



Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (18 U.S.C. 874); 41 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327A and 330);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5);

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C.F.R. Part 84);

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C.F.R. Part 85);

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments);

OMB Circular A-133 – Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations);



Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning;

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b));

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs;

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1);

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347);

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.);

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5;

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d));

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e);

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.);

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536);

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c);

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d);

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93);

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202);

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658);

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58);

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations:

1. The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Grantee certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
5. Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
6. Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Grantee will complete the following information in order for the bid to be evaluated:

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Grantee:

Date of Employment with Grantee:

7. Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

8. 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 conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.
9. Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
10. The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.
11. Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us
12. Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.



ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, GRANTEE MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

GRANTEE AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Grantee shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Grantee must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Grantee shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Grantee acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program (“NFIP”) (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Grantee is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.



- c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
- d. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Grantee shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Grantee shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served has been issued by the TCEQ.
- (3) Prior to Grantee submission of the Project Completion Report for any water system improvements described in Attachment A, Grantee shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290 – Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Grantee shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the TCEQ review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.



Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Grantee shall provide notification of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Grantee shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

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- (1) Grantee shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
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Grantee shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If the estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Grantee shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

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Grantee shall ensure that the primary purpose of the facility, as described in **Attachment A**, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the



priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Grantee shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Grantee shall submit a copy of Grantee's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

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Grantee shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Grantee shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Grantee shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Grantee will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Grantees disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

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Prior to the selection of program recipients, Grantee shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

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- (1) The housing rehabilitation or reconstruction assistance provided by Grantee shall be in the form of a five-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 20 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.



- (2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.
- (3) If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.
- (4) If, during the five-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (5) The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Grantee is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan, if the national objective was not achieved.
- (6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Grantee from the sales proceeds. Notwithstanding the preceding, Grantee shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the Grantee shall prepare and record a release of lien document in the land records of the applicable county.
- (7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

N. COASTAL MANAGEMENT

Grantee acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Approved by Commissioners' Court

on

12/6/11 Ro

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE Hidalgo County Judge
APPLICANT ORGANIZATION Hidalgo County		DATE SUBMITTED 8/31/12

Standard Form 424B (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED



FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

Hidalgo County

AWARD NUMBER AND/OR PROJECT NAME

GLO 12-589-000-6887

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Ramon Garcia Hidalgo County Judge

SIGNATURE

Ramon Garcia

DATE

8/31/12

THIS FORM MUST BE EXECUTED

Approved by Commissioners' Court

on 12/6/11 RD

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Bar above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, GRANTEE MUST BE IN COMPLIANCE WITH THE FOLLOWING SPECIAL CONDITIONS AND ANY OTHER STATE, FEDERAL, OR LOCAL LAWS, RULES, AND REGULATIONS AS MAY BE APPLICABLE, THROUGHOUT THE TERM OF THE CONTRACT, PRIOR TO THE RELEASE OF ANY GRANT FUNDS FOR THE PROJECTS ANTICIPATED.

GRANTEE AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Grantee shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Grantee must provide documentation which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Grantee shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Grantee acknowledges and agrees that if any property that is the subject of a Project under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Grantee is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

- c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, or replacement or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
- d. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Grantee shall require and maintain copies in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Grantee shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served has been issued by the TCEQ.
- (3) Prior to Grantee submission of the Project Completion Report for any water system improvements described in Attachment A, Grantee shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290 – Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Grantee shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the TCEQ review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Grantee shall provide notification of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Grantee shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Grantee shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

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- (3) If the homeowner occupies the home for the full five-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the five-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.
- (4) If, during the five-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (5) The national objective will be considered met only when the city council or county commissioners court determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Grantee is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the five-year forgivable loan, if the national objective was not achieved.
- (6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Grantee from the sales proceeds. Notwithstanding the preceding, Grantee shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the five-year occupancy or repayment of the assistance (in full or in part), the Grantee shall prepare and record a release of lien document in the land records of the applicable county.
- (7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

N. COASTAL MANAGEMENT

Grantee acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients
- to receive payments from the state of Texas by direct deposit
- to change or cancel existing direct deposit information

For Comptroller's Use Only

For State Agency Use

- ☐ Advance Payment Notification
☐ International Payments Verification
☐ Interagency Transfer

Transaction Type

SECTION 1	☐ New setup (Sections 2, 3, 4 and 5 - Section 6 is optional)	☐ Change account type (Sections 2, 3, 4 and 5 - Section 6 is optional)
	☐ Change financial institution (Sections 2, 3, 4 and 5 - Section 6 is optional)	☐ Cancellation (Sections 2 and 4 - Sections 7 and 8 for state agency use)
	☐ Change account number (Sections 2, 3, 4 and 5 - Section 6 is optional)	

Payee Identification

SECTION 2	Social Security Number (SSN) or Employer Identification Number (EIN) 7 4 6 0 0 0 7 1 7		Mail code (If not known, leave blank.)	
	Payee name (Business/Individual) County of Hidalgo Urban County Program		Phone number (956) 787-8127 ext. 2253	
	Mailing address 1916 Tesoro Blvd.	City Pharr	State Tx	ZIP code 78577

Financial Institution (Completion by financial institution is recommended.)

SECTION 3	Financial institution name First National Bank		City Edinburg		State Tx	
	Routing transit number (9 digits) 1 1 4 9 - 2 1 4 1 - 5		Customer account number (maximum 17 characters) 1 4 0 1 0 1 4 3		Type of account ☒ Checking ☐ Savings	
	Financial representative name (optional) Cynthia Rodriguez		Title (optional) New Accounts Representatives			
	Financial representative signature (optional)		Phone number (optional) (956) 380-8534 ext.		Date (optional)	

Authorization for Setup, Changes or Cancellation (required)

SECTION 4	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.		
	I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature sign here	Printed name Ramon Garcia	Date

International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States?..... ☒ YES ☐ NO
-------	---

Authorization for Advance Payment Notification Setup (optional)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to send an email notification one business day prior to the payment posting to my account.	
	Contact name (Please print)	Contact phone number () ext.
	Email address	

Cancellation by Agency (for state agency use)

SEC 7	Reason	Date
-------	--------	------

Authorized Signature (for state agency use)

SECTION 8	Signature sign here	Date
	Phone number () ext.	Agency number 305
	Agency name General Land Office	
	Comments	

Please return your completed form to:

General Land Office
Accounts Payable/Direct Deposit Program
1700 North Congress Avenue, Suite 746L
Austin, TX 78701-1436
Phone: (512) 463-5194

AI-34446

Urban County 13. D.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Irene Montoya

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contract for the demolition and reconstruction of the following:

1. (1) Unit in the City of Palmview, (1) unit in the City of Weslaco, (1) unit in the City of Elsa, (1) unit in the City of San Juan and (1) unit in the Countywide area in the amount of \$229,500.00 to G & G Contractors.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on June 26, 2012, April 24, 2012 and August 14, 2012. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 19, 2012.

Attachments

Loan Agreement Lopez

Loan Agreement Vargas

Loan Agreement Vallejo

Loan Agreement Contreras

Loan Agreement Villarreal

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/26/2012 10:46 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Mary Flores		Started On: 09/26/2012 08:49 AM
	Final Approval Date: 10/05/2012	

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[illegible]

(d) If the Commission determines that the information provided by the respondent is not sufficient to determine whether the respondent is a person who is a member of a group that is a threat to the national security of the United States, the Commission may, in its discretion, request the respondent to provide additional information. If the respondent fails to provide the additional information requested by the Commission, the Commission may, in its discretion, determine that the respondent is a person who is a member of a group that is a threat to the national security of the United States.

[illegible][illegible][illegible][illegible]

(d) 如果 162 个或更多的国家、地区或领土，在 1990 年 1 月 1 日以前，已正式承认或宣布承认中华人民共和国，则应视为已正式承认中华人民共和国。

(d) 1. The Commission shall, in accordance with the provisions of the Treaty, ensure that the following conditions are met:

[illegible]

[illegible][illegible]

(d) 416, 000,000; 000,000,000

[illegible]

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(d) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]: (e) [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]: (f) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]; (g)

[illegible][illegible]

1. 2019 年 12 月 31 日，公司总资产为 1,000,000,000.00 元，净资产为 500,000,000.00 元，营业收入为 1,200,000,000.00 元，净利润为 100,000,000.00 元。

[illegible]

(d) [REDACTED]

[illegible][illegible]

(d) 1. The Commission shall, in accordance with the provisions of the Treaty, ensure that the following conditions are met:

(d) 所有在 2015 年 12 月 31 日或之前由本行或本行附属机构发行的任何债务工具，均须符合本行或本行附属机构的信用评级要求；

本報告書は、本報告書作成に当たって、関係機関・関係者等から得た情報、資料、並びに、関係機関・関係者等との協議等に基づき作成されたものである。

[illegible]

(d) The undersigned hereby certifies that the information provided in this document is true and correct to the best of their knowledge and belief, and that the undersigned is not aware of any facts or circumstances which might make the information provided in this document false or misleading. The undersigned further certifies that the information provided in this document is not intended to be used for any purpose other than the purpose for which it was provided, and that the undersigned is not aware of any facts or circumstances which might make the information provided in this document false or misleading. The undersigned further certifies that the information provided in this document is not intended to be used for any purpose other than the purpose for which it was provided, and that the undersigned is not aware of any facts or circumstances which might make the information provided in this document false or misleading.

8. THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.

9. THE BORROWER HEREBY CERTIFIES THAT THE INFORMATION PROVIDED IN THIS DOCUMENT IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AND THAT THE BORROWER IS NOT AWARE OF ANY FACTS OR CIRCUMSTANCES WHICH MIGHT MAKE THE INFORMATION PROVIDED IN THIS DOCUMENT FALSE OR MISLEADING.

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11. The undersigned hereby certifies that the information provided in the foregoing is true and correct, and that the undersigned is duly qualified to execute the foregoing. (10) The undersigned hereby certifies that the information provided in the foregoing is true and correct, and that the undersigned is duly qualified to execute the foregoing. (10) The undersigned hereby certifies that the information provided in the foregoing is true and correct, and that the undersigned is duly qualified to execute the foregoing.

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LENDER'S SIGNATURE:

BORROWER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

Maria L. Lopez

CONTRACTOR'S SIGNATURE:

Rene Garza
G& G Contractors

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Lot 168 Green Land Acres, Hidalgo County Texas.

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[illegible]

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[illegible][illegible][illegible][illegible]

(d) 如果 162 个或更多的国家、地区或领土，在 1990 年 1 月 1 日以前，已正式承认或宣布承认中华人民共和国，则应视为已正式承认中华人民共和国。

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[illegible][illegible]

(d) 416, 000,000; 000,000,000

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5. የጥቅምት 10 ንዑስ ምዕራፍ 10፡፡፡ የጥቅምት 10 ንዑስ ምዕራፍ 10 ምዕራፍ 10-10፡፡፡ የጥቅምት 10 ንዑስ ምዕራፍ 10 ምዕራፍ 10፡፡፡ (1) የጥቅምት 10 ንዑስ ምዕራፍ 10 ምዕራፍ 10፡፡፡ (2) የጥቅምት 10 ንዑስ ምዕራፍ 10 ምዕራፍ 10፡፡፡ (3) የጥቅምት 10 ንዑስ ምዕራፍ 10 ምዕራፍ 10፡፡፡

1. 2019 年 12 月 31 日，公司总资产 1,000,000,000.00 元，净资产 500,000,000.00 元，营业收入 1,200,000,000.00 元，净利润 100,000,000.00 元。

[illegible]

(d) [REDACTED]

[illegible][illegible]

(d) 1. The Commission shall, in accordance with the provisions of the Treaty, ensure that the following conditions are met:

[illegible][illegible]

(d) 根據《基本法》第 22 條第 2 款，凡香港居民向香港政府提出任何申訴，均須先向行政局或立法局提出，如獲該兩局接納，方可向有關的國際人權機構提出。這項規定旨在保障香港居民向香港政府提出申訴的權利，並確保香港政府在處理申訴時，能獲得有關的國際人權機構的意見。這項規定亦旨在保障香港居民向香港政府提出申訴的權利，並確保香港政府在處理申訴時，能獲得有關的國際人權機構的意見。

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BORROWER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

Alicia Vargas

CONTRACTOR'S SIGNATURE:

Rene Garza
G& G Contractors

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**All of Lot 8 and the North Fifteen Feet of Lot 9, Block 8, Staats Subdivision,
an addition to the City of Weslaco, Hidalgo County Texas.**

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□□□□□□□□□□□□: **NONE**

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(d) 416, 000,000; 000,000

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(d) [REDACTED]

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④ 同时 应当 按照 国家 有关规定, 制定 方案, 组织 专家 论证, 进行 风险评估, 并向 所在地 县级以上 人民政府 应急管理 部门和 负有 安全生产 监督管理 职责 的 其他 有关 部门 报告 备案; 方案 应当 包括 应急 救援 组织 指挥 体系 和 人员, 应急 救援 装备 物资 清单, 应急 救援 物资 储备 仓库 清单, 以及 可能 发生的 事故 类型 和 危害 程度 的 分析 评估 报告 等 内容; 发生 生产 安全 事故 后, 应当 按照 规定 立即 启动 方案, 组织 有关 人员 按照 方案 实施 救援 工作, 并 及时 向 所在地 县级以上 人民政府 应急管理 部门和 负有 安全生产 监督管理 职责 的 其他 有关 部门 报告 事故 情况 及 救援 工作 开展 情况, 同时 按照 规定 向 上级 单位 报告 事故 情况 及 救援 工作 开展 情况; 事故 调查 结束后, 应当 按照 规定 对 事故 调查 报告 中 提出 的 有关 问题 进行 整改, 并 将 整改 情况 向 所在地 县级以上 人民政府 应急管理 部门和 负有 安全生产 监督管理 职责 的 其他 有关 部门 报告。

[illegible][illegible][illegible][illegible]

1. 本計畫係由行政院農業委員會（以下簡稱農委會）委託國立中央大學（以下簡稱中興大學）執行，旨在研究及推廣農業資訊系統之應用，以促進農業生產之效率及農民之收入。

2. 本計畫之執行期間為自中華民國九十四年一月一日起至九十五年十二月三十一日止，共計兩年。

3. 本計畫之執行經費由農委會撥付，總金額為新臺幣一千萬元，分兩年撥付。

4. 本計畫之執行地點為全國各農業生產區域，包括台灣本島及離島。

5. 本計畫之執行對象為全國各農業生產者，包括農民、農戶、農業合作社、農業企業等。

6. 本計畫之執行目標為：

- (一) 建立農業資訊系統之基礎架構，包括硬體設備、軟體系統、資料庫等。
- (二) 開發農業資訊系統之應用軟體，包括生產管理、市場資訊、技術諮詢等。
- (三) 推廣農業資訊系統之應用，提高農民之資訊素養及技術水平。
- (四) 建立農業資訊系統之維護及更新機制，確保系統之穩定運作。

7. 本計畫之執行進度如下：

- 第一階段（九十四年一月至三月）：完成系統架構之規劃及硬體設備之採購。
- 第二階段（九十四年四月至六月）：完成軟體系統之開發及測試。
- 第三階段（九十四年七月至九月）：開始系統之推廣及應用。
- 第四階段（九十四年十月至十二月）：完成系統之初步評估及總結報告。
- 第五階段（九十五年一月至三月）：開始系統之長期推廣及應用。
- 第六階段（九十五年四月至六月）：完成系統之中期評估及總結報告。
- 第七階段（九十五年七月至九月）：繼續系統之推廣及應用。
- 第八階段（九十五年十月至十二月）：完成系統之最終評估及總結報告。

8. 本計畫之執行成果將由農委會及中興大學共同彙編成報告，作為農業資訊系統之參考資料。

9. 本計畫之執行經費將由農委會按月撥付，中興大學應於每月月底前將經費使用情形彙報農委會。

10. 本計畫之執行過程中，如遇任何問題，應及時與農委會溝通，共同解決。

11. 本計畫之執行結果將作為農委會未來農業資訊系統之發展參考。

12. 本計畫之執行經費將由農委會撥付，中興大學應於每月月底前將經費使用情形彙報農委會。

13. 本計畫之執行過程中，如遇任何問題，應及時與農委會溝通，共同解決。

14. 本計畫之執行結果將作為農委會未來農業資訊系統之發展參考。

15. 本計畫之執行經費將由農委會撥付，中興大學應於每月月底前將經費使用情形彙報農委會。

16. 本計畫之執行過程中，如遇任何問題，應及時與農委會溝通，共同解決。

17. 本計畫之執行結果將作為農委會未來農業資訊系統之發展參考。

18. 本計畫之執行經費將由農委會撥付，中興大學應於每月月底前將經費使用情形彙報農委會。

19. 本計畫之執行過程中，如遇任何問題，應及時與農委會溝通，共同解決。

20. 本計畫之執行結果將作為農委會未來農業資訊系統之發展參考。

[illegible]

10/2004

[illegible]

(COUNTY OF HIDALGO, TEXAS)

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

On this day, I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Hidalgo, Texas, this October 9, 2012. Eugenia H. Vallejo

County Clerk, County of Hidalgo, Texas

(COUNTY OF HIDALGO, TEXAS)

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

On this day, I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Hidalgo, Texas, this October 9, 2012. Rene Garza G & G Contractors

County Clerk, County of Hidalgo, Texas

(COUNTY OF HIDALGO, TEXAS)

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

On this day, I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Hidalgo, Texas, this _____, 2012. Diana Serna

County Clerk, County of Hidalgo, Texas

[illegible]

All of Lot 71, Valle Vista Subdivision, an addition to the City of Elsa, Hidalgo County Texas.

[illegible]

□□□□□□ "□"

□□□□□□□□□□□□: **NONE**

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this Agreement) is made this _____ day of _____, 2012, between _____ ("Borrower"), and _____ ("Lender").

2012. The Borrower is a duly organized and existing legal entity under the laws of the State of Texas, and is engaged in the construction of a new building located at _____, San Juan, TX 78589. The Lender is a duly organized and existing legal entity under the laws of the State of Texas, and is engaged in the business of lending money. The Borrower and the Lender agree that the Lender will advance to the Borrower the sum of \$_____ (the "Loan") to be used for the construction of the building. The Loan shall be repaid to the Lender by the Borrower in accordance with the terms and conditions set forth in this Agreement. The Borrower agrees to execute and deliver to the Lender all documents and instruments necessary to perfect the Lender's security interest in the building and to execute and deliver to the Lender all documents and instruments necessary to execute the terms and conditions of this Agreement. The Borrower agrees to execute and deliver to the Lender all documents and instruments necessary to execute the terms and conditions of this Agreement.

Borrower: **Maria F. Contreras**

Borrower's Address: **315 Hazel St.,
San Juan, TX 78589**

Lender: _____, _____

Lender's Address: _____

_____ , _____

1916 _____
_____, _____ 78577

Contractor: **Rene Garza, G & G Contractors**

Contractor's Address: **5125 S. 281, Ste 3, Edinburg, TX 78539**

[illegible]

(d) If the Commission determines that the information provided by the respondent is not sufficient to determine whether the respondent is a person who is a member of a group that is a threat to the national security of the United States, the Commission may, in its discretion, request the respondent to provide additional information. If the respondent fails to provide the additional information requested by the Commission, the Commission may, in its discretion, determine that the respondent is a person who is a member of a group that is a threat to the national security of the United States.

[illegible][illegible][illegible][illegible]

(d) 如果 162 个或更多的州、县、市、镇、村、学区、部落、部落委员会、地方或地区政府、或任何其他政治实体，或任何其他个人或实体，在 1990 年 10 月 1 日之前，已经向美国公民或居民提供了任何形式的法律援助，那么，该法律援助提供者应被视为符合本条规定的资格。

[illegible][illegible]

[illegible][illegible]

(d) 416, 000,000; 000,000,000

[illegible]

4. , (,
 5)

 3 :

(d) 根據《基本法》第 22 條第 2 款，香港居民有權自由來往香港和內地，但須符合《入境條例》(第 150 章)第 3(1) 條所訂的入境條件。根據該條，凡欲入境的人士，須符合下列條件：(a) 持有有效護照；(b) 持有有效簽證；(c) 持有有效入境許可證；(d) 持有有效居留權證明文件。根據《基本法》第 22 條第 2 款，香港居民有權自由來往香港和內地，但須符合《入境條例》(第 150 章)第 3(1) 條所訂的入境條件。根據該條，凡欲入境的人士，須符合下列條件：(a) 持有有效護照；(b) 持有有效簽證；(c) 持有有效入境許可證；(d) 持有有效居留權證明文件。

[illegible][illegible][illegible]

1. 2019 年 12 月 31 日，公司总资产为 1,000,000,000.00 元，净资产为 500,000,000.00 元，营业收入为 1,200,000,000.00 元，净利润为 100,000,000.00 元。

[illegible]

(d) [REDACTED]

[illegible][illegible]

(d) 1. The Commission shall, in accordance with the provisions of the Treaty, ensure that the following conditions are met:

[illegible][illegible]

(d) 根據《基本法》第 22 條第 2 款，凡香港居民向香港政府提出任何請願或投訴，均須先向有關的行政機關提出，而該行政機關須先予處理。如果該行政機關拒絕處理，或處理不當，或處理時間過長，或處理結果不滿意，該居民可向有關的司法機關提出上訴。如果該司法機關裁定該行政機關的處理不當，該居民可向有關的行政機關提出上訴。如果該行政機關拒絕處理，或處理不當，或處理時間過長，或處理結果不滿意，該居民可向有關的司法機關提出上訴。如果該司法機關裁定該行政機關的處理不當，該居民可向有關的行政機關提出上訴。

11. The undersigned hereby certifies that the information provided in the preceding paragraph is true and correct, and that the undersigned is the duly authorized representative of the undersigned. (10) The undersigned hereby certifies that the information provided in the preceding paragraph is true and correct, and that the undersigned is the duly authorized representative of the undersigned. (10) The undersigned hereby certifies that the information provided in the preceding paragraph is true and correct, and that the undersigned is the duly authorized representative of the undersigned.

12. The undersigned hereby certifies that the information provided in the preceding paragraph is true and correct, and that the undersigned is the duly authorized representative of the undersigned.

LENDER'S SIGNATURE:

BORROWER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

Maria F. Contreras

CONTRACTOR'S SIGNATURE:

Rene Garza
G& G Contractors

(COUNTY OF HIDALGO, TEXAS)

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

On this day, I, the undersigned, being a duly qualified notary public in and for the State of Texas, do hereby certify that Maria F. Contreras is the true and lawful owner of the within and foregoing described property, and that she executed the foregoing instrument on the day and date hereinafter expressed, to-wit: October 9, 2012.

Notary Public in and for the State of Texas

(COUNTY OF HIDALGO, TEXAS)

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

On this day, I, the undersigned, being a duly qualified notary public in and for the State of Texas, do hereby certify that Rene Garza G & G Contractors is the true and lawful owner of the within and foregoing described property, and that they executed the foregoing instrument on the day and date hereinafter expressed, to-wit: October 9, 2012.

Notary Public in and for the State of Texas

(COUNTY OF HIDALGO, TEXAS)

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

On this day, I, the undersigned, being a duly qualified notary public in and for the State of Texas, do hereby certify that Diana Serna is the true and lawful owner of the within and foregoing described property, and that she executed the foregoing instrument on the day and date hereinafter expressed, to-wit: , 2012.

Notary Public in and for the State of Texas

SECTION 10

ALL OF LOT 29, HAZEL SUBDIVISION, A RE-SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 24, IN BLOCK 8, OF THE JOHN CLOSER, ET AL SUBDIVISION OF LANDS IN HIDALGO COUNTY TEXAS.

All of Lot 29, Hazel Subdivision, a re-subdivision of the North 1/2 of the South 1/2 of lot 24, in Block 8, of the John Closner, ET al Subdivision of lands in Hidalgo County Texas.

□□□□□□ "□"

□□□□□□□□□□□□: **NONE**

00 000-000000 0000000000 0000 00000000

[illegible][illegible][illegible]

(d) 416, 000,000; 000,000

[illegible][illegible][illegible][illegible][illegible][illegible]

(d)  10

[illegible]

(d) [REDACTED]

[illegible][illegible]

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(d) 任何人士如欲向本局提供資料，以作本局考慮是否進行調查之用，則該人士須向本局提供有關資料，並須向本局作出書面聲明，表示該人士提供有關資料是屬真實、準確及完整，且該人士知悉有關資料之用途，並同意本局可將有關資料作上述用途之用；

[illegible][illegible]

[illegible]

12. 

BORROWER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

Santos Villarreal

CONTRACTOR'S SIGNATURE:

Rene Garza
G & G Contractors

STATE OF TEXAS §

COUNTY OF HIDALGO §

STATE OF TEXAS §
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COUNTY OF HIDALGO §

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

[illegible]

Lot 6, Block 79, Hargill Townsite, Hidalgo County Texas.

[illegible]

□□□□□□ "□"

□□□□□□ □□□□□□□□: **NONE**

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE(MM/DD/YYYY)
4/16/2012

PRODUCER

EDDIE VILLARREAL INSURANCE AGENCY
516 W UNIVERSITY DR
INBURG, TX 78539
956-381-0951THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

RENE GARZA JR
DEA G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: ESSEX INSURANCE COMPANY

INSURER B: TEXAS COUNTY MUTUAL

INSURER C: TEXAS MUTUAL INS CO

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	LTR	GENERAL LIABILITY	CL420913580	03/14/12	03/14/13	EACH OCCURRENCE	\$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		☐ CLAIMSMADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
☒ POLICY ☐ PRO-JECT ☐ LOC	GENERAL AGGREGATE	\$ 2,000,000					
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	LTR	AUTOMOBILE LIABILITY	604891354	03/14/12	03/14/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☒ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
☐ NON-OWNED AUTOS							
	LTR	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO	OTHER THAN AUTO ONLY: EA ACC	\$			
			AGG	\$			
	LTR	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMSMADE	AGGREGATE	\$			
		☐ DEDUCTIBLE		\$			
		☐ RETENTION \$		\$			
C	LTR	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001221990	03/15/12	03/15/13	WC STATUTORY LIMITS ☒ OTHER	
		E.L. EACH ACCIDENT				\$ 1,000,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
		E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TEXAS 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: September 19, 2012

Description of Bid: Demolition and Reconstruction of Single Units in Palmview, San Juan, Elsa, Westlaco and Countywide Hargill

Grant #: M-10-UC-48-0501-MG

Bid Opening Time: 9:30 am

QUALITY INVESTMENTS		
UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1 M. LOPEZ	\$47,497.00	BB INCLUDED
2 A. VARGAS	\$59,997.00	BB INCLUDED
3 E. VALLEJO	\$47,497.00	BB INCLUDED
4 M. CONTRERAS	\$50,997.00	BB INCLUDED
5 S. VILLARREAL	\$52,997.00	BB INCLUDED

G & G CONTRACTORS		
UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1 M. LOPEZ	\$43,340.00	BB INCLUDED
2 A. VARGAS	\$53,740.00	BB INCLUDED
3 E. VALLEJO	\$42,840.00	BB INCLUDED
4 M. CONTRERAS	\$46,340.00	BB INCLUDED
5 S. VILLARREAL	\$43,240.00	BB INCLUDED

Handwritten calculations and signature:
 43,340.00 +
 53,740.00 +
 42,840.00 +
 46,340.00 +
 43,240.00 +
 005
 229,500.00

Handwritten calculations and signature:
 0 * C
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 43,340.00 +
 53,740.00 +
 42,840.00 +
 46,340.00 +
 43,240.00 +
 229,500.00 +

AI-34425

Right of Way 15. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY
DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Consideration and Approval to purchase a certain tract of land also known as Parcel 10 for the El Gato Road Project. (Pct.2)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-051-0-711

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available funds as of 9/28/12.

Attachments

Mireles- 10

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/25/2012 04:34 PM
Olga Garza	Olga Garza	09/28/2012 08:31 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Rebecca Gomez		Started On: 09/25/2012 01:36 PM
	Final Approval Date: 10/05/2012	

COUNTY of HIDALGO

Precinct No. 2

Hector "Tito" Palacios
County Commissioner

MEMO



TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: September 25, 2012

RE: El Gato Road Project (Parcel # 10)
Macario & Amanda Mireles

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value: \$ 3,694.00

Settlement Request: \$ 5,000.00

Difference to Landowner \$ 1,306.00

Commissioners Court Executive Session October 1, 2012

Approved; _____

Not Approved; _____

Administration Office
400 West Main Street, Suite G
Pharr, TX 78577
Tel: 361-787-6891 Fax: 361-787-4683

Precinct 2 Shop
401 E. State St.
Pharr, TX 78577

September 25, 2012

Mr. Macario & Amanda Mireles
Parcel # 10
El Gato Road Project

To whom it may concern:

I reviewed the offer of \$ 3,694.00 for the property listed above and I am not in agreement with the offer. I'm requesting \$ 5,000.00 which I think is a reasonable settlement which is a difference of \$1,306.00. A couple of years ago the County of Hidalgo paid me 4.25 a square foot for my property on the corner of Tower and El Gato Rd. and this property is just a couple of lots to the west of that property, so I feel that this counter offer is reasonable.

A handwritten signature in cursive script, appearing to read "Macario Mireles".

Macario Mireles

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: North side of El Gato Road, 0.10 miles west of Tower Road, Hidalgo County, Texas.

Property Owner: Macario & Amanda Mireles

Address of Property Owner: 520 El Gato Road Alamo TX 78516

Occupant's Name: Macario & Amanda Mireles

Whole: ☐ **Partial:** ☒ **Acquisition**

District: NA

ROW CSJ: NA

Parcel: 10

Federal Project No: N/A

Highway: El Gato Road

County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$3,694.00 as of January 10, 2011, based upon my independent appraisal and the exercise of my professional judgment; on January 10, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Macario & Amanda Mireles, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 17, 2011. I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County, or officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

June 8, 2011

Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser

Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value that is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right of Way Department under the direction of Joe E. Pena, Director, Right of Way Department and Hidalgo County. Mr. Pena along with Roy Gonzalez, Right-of-Way Agent will be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the expansion of the existing road right-of-way of El Gato Road with the project limits being from Alamo Road (FM 907) to Tower Road, within the extra territorial jurisdiction of the City of Alamo, Texas.

The intended use of the report is to assist the Hidalgo County Right-of-Way Department and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple, in the name of the County of Hidalgo. This report is not intended for any other use unless specified by the client. The client has identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004. The intended user of the report is defined as Hidalgo County Right of Way Department and the County of Hidalgo, and may include other governmental entities which may be participating in the project. Roy Gonzales shall be the project manager for this project under the direction of Joe E. Pena. Mr. Gonzales has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

Scope of the Assignment

By work order 653485 dated February 28, 2011 on behalf of Hidalgo County Right of Way Department, Roy Gonzales, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza Lic. No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along El Gato Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way of El Gato Road.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser, as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manner of which the subject property shall be appraised. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 9, 2011. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along El Gato Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 1.00 acre (43,560 square foot) tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated November 15, 2010. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 2.0 acres to 21.63 acres. These indicated economic unit values are used for the valuation of the proposed acquisition, as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the proposed acquisition.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.091 acres (3,964 square feet) out of a 1.00 acre parent tract. The proposed acquisition has approximately 132.00' lineal feet of frontage along the northern side of El Gato Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential tract of land, which is based on the local market trends along El Gato Road. This highest and best use is further explained on page 3.2 of this report.

To Be Acquired (Net)	0.091 Acres
	3,964 Square Feet

Legal Description: Part To Be Acquired

A 0.152 acre tract of land out of the west 132 feet of the south 10 acres of Lot 7, Block 29, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas. Volume 1, Pages 24-26, M.R.H.C.

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

Property Tax Information

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via www.hidalgoad.org. According to the information provided by the website, the subject property was confirmed to be under the ownership of Macario & Amanda Mireles. This was found under the tax account 667930 of which the subject property is current assessed at \$50,015. The land portion of the subject property is assessed at \$28,697 or \$32,611 per acre. The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located outside of the City of Alamo, in an area with limited utilities available. As per Dalia Zuniga, Planning and Development Department of the City of Alamo, Texas, municipal water lines are located at the Sable Palms Subdivision. Sable Palms Subdivision is located along the northern frontage of El Gato Road, centrally located between Alamo Road and Tower Road.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

Based on the on and or off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

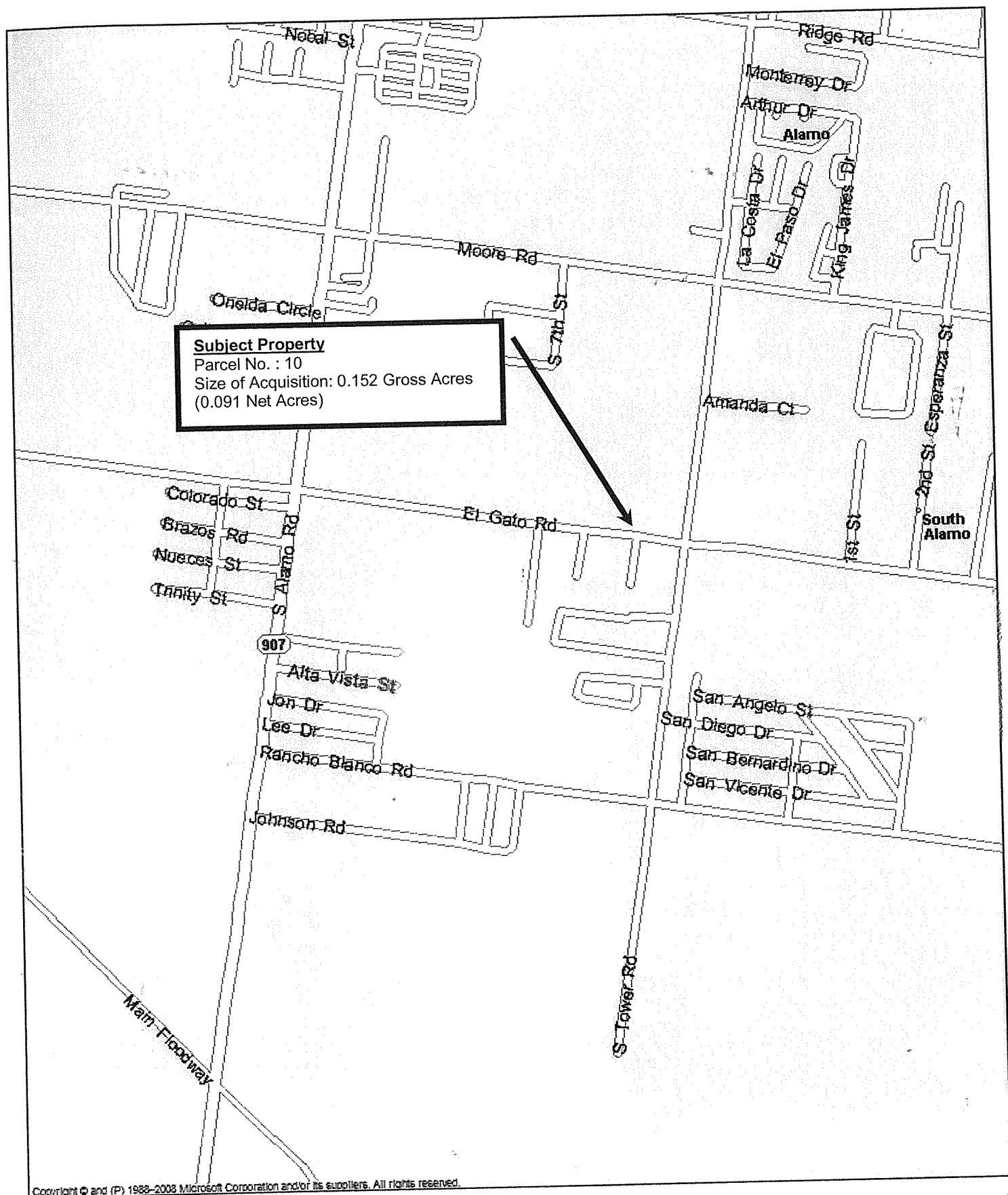
Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Hidalgo County markets along El Gato Road and neighboring thoroughfares. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within Hidalgo County.

LOCATION MAP OF SUBJECT PROPERTY



Copyright © and (P) 1988-2008 Microsoft Corporation and/or its suppliers. All rights reserved.

Microsoft® MapPoint 2009 (16.00.19.1500)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



Subject Property

Parcel No. : 10

Size of Acquisition: 0.152 Gross Acres
(0.091 Net Acres)

© 2010 INEGI

© 2010 Europa Technologies
Image City of McAllen

© 2010 Google

Imagery Date: Oct 15, 2007

26°09'23.69" N 98°07'16.38" W

Eye alt 5253 ft

EXHIBIT "A"

COUNTY: HIDALGO

Eng09.022A

October 6, 2010

HIGHWAY: El Gato Road

Parcel 10

Page 1 of 3

PROJECT LIMITS: From Alamo Road (F.M. 907) to Tower Road

FIELD NOTES FOR PARCEL – 10

Being a 0.152-acre tract of land out of the West 132 feet of the East 660 feet of the South Ten (10) acres of Lot 7, Block 29, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24~26, Map Records of Hidalgo County, Texas. Said West 132 feet of the East 660 feet of the South Ten (10) acres of Lot 7, Block 29, is vested to Macario Mireles, and wife, Amanda Mireles from Carolyn Franz, by virtue of a Warranty Deed, dated September 2, 1993, recorded in Document No. 343655, Official Records of Hidalgo County, Texas. Said 0.152-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a Cotton Picker Spindle set at the Southeast corner of Lot 7, **THENCE**, North 81 degrees 25 minutes 00 seconds West, with the South line of Lot 7, a distance of 528.00 feet to a Cotton Picker Spindle set at the Southeast corner of the West 132 feet of the East 660 feet of the South Ten (10) acres of Lot 7, for the Southeast corner and the **POINT OF BEGINNING** of this tract of land;

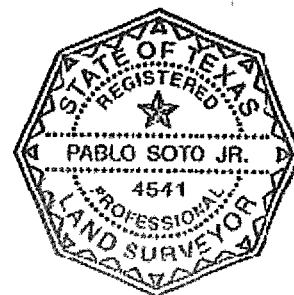
1. **THENCE**, continuing North 81 degrees 25 minutes 00 seconds West, with the South line of said Lot 7, a distance of 132.00 feet to a Cotton Picker Spindle set at the Southwest corner of said West 132 feet of the East 660 feet of the South Ten (10) acres of Lot 7, for the Southwest corner of this tract of land;
2. **THENCE**, North 08 degrees 35 minutes 00 seconds East, with the West line of said West 132 feet of the East 660 feet of the South Ten (10) acres of said Lot 7, at a distance of a 20.00 feet pass the Existing North Right of Way line of El Gato Road, and at a total distance of 50.00 feet to a No. 4 rebar set at the Proposed North Right of Way line of said El Gato Road, for the Northwest corner of this tract of land;
3. **THENCE**, South 81 degrees 25 minutes 00 seconds East, with the Proposed North Right of Way line of said El Gato Road, a distance of 132.00 feet to a No. 4 rebar set at the East line of said West 132 feet of the East 660 feet of the South Ten (10) acres of said Lot 7, for the Northeast corner of this tract of land;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)

Eng09.022A
October 6, 2010
Parcel 10
Page 2 of 3

4. **THENCE**, South 08 degrees 35 minutes 00 seconds West, with the East line of said West 132 feet of the East 660 feet of the South Ten (10) acres of Lot 7, at a distance of 30.00 feet pass the Existing North Right of Way line of said El Gato Road, and at a total distance of 50.00 feet to the **POINT OF BEGINNING**, containing 0.152 acres of land, of which 0.0605-acres lies in the Existing Right of Way of El Gato Road, leaving a **Proposed Net Taking** of 0.091-acres of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby certify the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

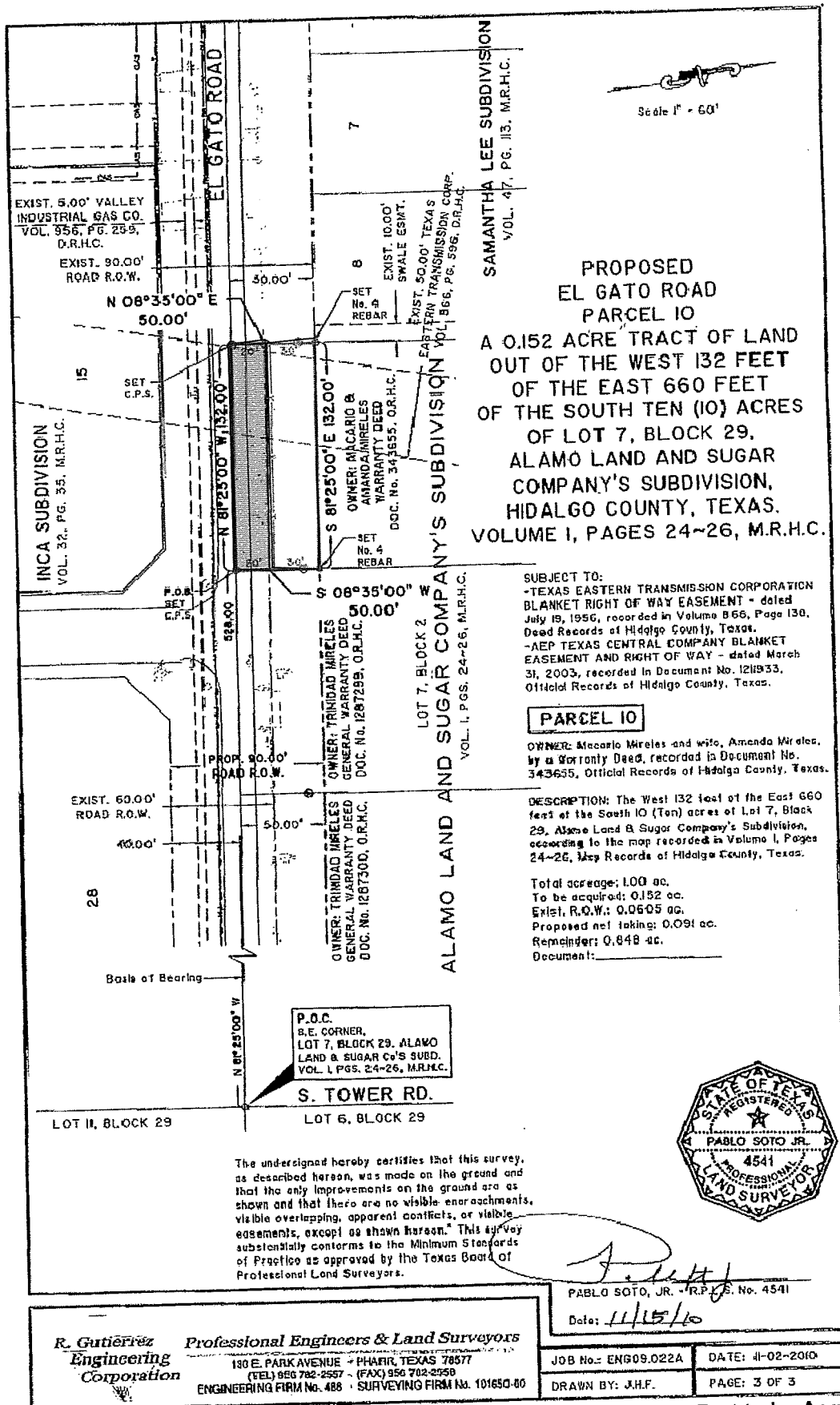


A handwritten signature in black ink, appearing to read "Pablo Soto Jr.", written over a horizontal line.

PABLO SOTO JR. - R.P.L.S. No. 4541

Date: 11/15/10

SURVEY OF PART TO BE ACQUIRED (Page 1 of 1)



Green Highlighted Area = Existing ROW / Yellow Highlighted Area = Part to be Acquired

AI-34564

Right of Way 15. B.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization for County Judge to execute Closing Documents on Purchase of 10th St. Property

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1342-419-40-125-031-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Refer to AI#34619 for funding

Attachments

settlement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 02:56 PM
Olga Garza	Olga Garza	10/05/2012 11:42 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 02:26 PM
	Final Approval Date: 10/05/2012	

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan							
1 ☐ FHA	2 ☐ FmHA	3 ☐ Conv Unins	6 File Number 130238	7 Loan Number	8 Mortgage Ins Case Number		
4 ☐ VA	5 ☐ Conv Ins	6 ☐ Seller Finance					
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
D. Name & Address of Borrower The County of Hidalgo 2802 S. Business 281 Edinburg, TX 78541			E. Name & Address of Seller Rolando Cantu and Laura E. Cantu 505 Shasta Avenue McAllen, TX 78504		F. Name & Address of Lender		
G. Property Location Ebony Plaza McAllen, Lot 1, Hidalgo County 9805 N. 10th Street McAllen, TX				H. Settlement Agent Name Valley Land Title Co. 612 W. Nolana Ste. #570 McAllen, TX 78504 Tax ID: 20-4064406		I. Settlement Date 10/5/2012 Fund	
J. Summary of Borrower's Transaction				K. Summary of Seller's Transaction			
100. Gross Amount Due from Borrower				400. Gross Amount Due to Seller			
101. Contract Sales Price	\$1,100,000.00			401. Contract Sales Price	\$1,100,000.00		
102. Personal Property				402. Personal Property			
103. Settlement Charges to borrower	\$320.00			403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City property taxes				406. City property taxes			
107. County property taxes				407. County property taxes			
108. Annual assessments				408. Annual assessments			
109. School property taxes				409. School property taxes			
110. Water District Taxes				410. Water District Taxes			
111. HOA Dues				411. HOA Dues			
112.				412.			
113.				413.			
114.				414.			
115.				415.			
116.				416.			
120. Gross Amount Due From Borrower	\$1,100,320.00			420. Gross Amount Due to Seller	\$1,100,000.00		
200. Amounts Paid By Or in Behalf Of Borrower				500. Reductions in Amount Due to Seller			
201. Deposit or earnest money	\$5,000.00			501. Excess Deposit			
202. Principal amount of new loan(s)				502. Settlement Charges to Seller (line 1400)	\$6,794.54		
203. Existing loan(s) taken subject to				503. Existing Loan(s) Taken Subject to			
204. Loan Amount 2nd Lien				504. Payoff to INB good through 10/17/12	\$746,855.53		
205.				505. Payoff of second mortgage loan			
206.				506.			
207. Option Fee	\$100.00			507. Option Fee	\$100.00		
208.				508.			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City property taxes 01/01/12 thru 10/05/12	\$2,540.35			510. City property taxes 01/01/12 thru 10/05/12	\$2,540.35		
211. County property taxes 01/01/12 thru 10/05/12	\$5,084.23			511. County property taxes 01/01/12 thru 10/05/12	\$5,084.23		
212. Annual assessments				512. Annual assessments			
213. School property taxes 01/01/12 thru 10/05/12	\$7,302.41			513. School property taxes 01/01/12 thru 10/05/12	\$7,302.41		
214. Water District Taxes				514. Water District Taxes			
215. HOA Dues				515. HOA Dues			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. Total Paid By/For Borrower	\$20,026.99			520. Total Reduction Amount Due Seller	\$768,677.06		
300. Cash At Settlement From/To Borrower				600. Cash At Settlement To/From Seller			
301. Gross Amount due from borrower (line 120)	\$1,100,320.00			601. Gross Amount due to seller (line 420)	\$1,100,000.00		
302. Less amounts paid by/for borrower (line 220)	\$20,026.99			602. Less reductions in amt. due seller (line 520)	\$768,677.06		
303. Cash From Borrower	\$1,080,293.01			603. Cash To Seller	\$331,322.94		

L. Settlement Charges					Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$1,100,000.00	@ % =	\$0.00			
Division of Commission (line 700) as follows:						
701.	to					
702.	to					
703. Commission Paid at Settlement					\$0.00	\$0.00
704. The following persons, firms or	to					
705. corporation s received a portion	to					
706. of the real estate commission amount	to					
707. shown above:	to					
800. Items Payable in Connection with Loan						
801. Loan Origination Fee %	to					
802. Loan Discount %	to					
803. Appraisal Fee	to					
804. Credit Report	to					
805. Lender's Inspection Fee	to					
806. Mortgage Insurance Application	to					
807. Assumption Fee	to					
900. Items Required by Lender To Be Paid in Advance						
901. Interest from 10/5/2012 to 11/1/2012 @ \$0/day						
902. Mortgage Insurance Premium for months	to					
903. Hazard Insurance Premium for years	to					
1000. Reserves Deposited With Lender						
1001. Hazard insurance	months @		per month			
1002. Mortgage insurance	months @		per month			
1003. City property taxes	months @	\$277.71	per month			
1004. County property taxes	months @	\$555.80	per month			
1005. Annual assessments	months @		per month			
1006. School property taxes	months @	\$798.29	per month			
1007. Water District taxes	months @		per month			
1008. HOA Dues	months @		per month			
1011. Aggregate Adjustment						
1100. Title Charges						
1101. Settlement or closing fee	to					
1102. Abstract or title search	to					
1103. Title examination	to					
1104. Title insurance binder	to					
1105. Document preparation	to L. G. "Jerry" Canales					\$325.00
1106. Notary fees	to					
1107. Attorney's fees	to Law Office of David A. Ewers		POC (\$)	\$5,000.00		
(includes above items numbers:			)			
1108. Title insurance	to Valley Land Title Co.					\$6,088.00
(includes above items numbers			)			
1109. Lender's coverage	\$0.00/\$0.00					
1110. Owner's coverage	\$1,100,000.00/\$6,088.00					
1111. Escrow fee	to Valley Land Title Co.			\$300.00		\$300.00
1112. State of Texas policy guaranty fee.	to Valley Land Title Co.-Guaranty Fee Escrow Account					\$2.00
1113. Tax Service Fee	to Hidalgo County Property Tax Service					\$59.54
1200. Government Recording and Transfer Charges						
1201. Recording Fees	Deed \$20.00 ; Mortgage ; Rel \$20.00		to Valley Land Title Co.		\$20.00	\$20.00
1202. City/county tax/stamps	Deed ; Mortgage	to				
1203. State tax/stamps	Deed ; Mortgage	to				
1204.	to					
1300. Additional Settlement Charges						
1301. Survey	to					
1302. Pest Inspection	to					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$320.00	\$6,794.54

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo

By Jose N. Pena

Rolando Centu

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Laura E. Centu

Settlement Agent _____ Date _____
Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 3

form HUD-1 (3/86)
Handbook 4305.2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

WARRANTY DEED

Date: October 5, 2012

Grantor: ROLANDO CANTU AND WIFE, LAURA E. CANTU

Grantor's Mailing Address (including county): 505 Shasta Ave.
McAllen, Hidalgo County, Texas 78504

Grantee: THE COUNTY OF HIDALGO

Grantee's Mailing Address (including county): 2802 S. Bus. 281
Edinburg, Hidalgo County, Texas 78541

Consideration: Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

All of Lot 1, EBONY PLAZA SUBDIVISION, an Addition to the City of McAllen, Hidalgo County, Texas, according to the map recorded in Volume 45, Page 76, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: To the extent they validly exist:

- Restrictive covenants as set forth in instrument recorded in Volume 43, Page 76, Map Records of Hidalgo County, Texas.
- Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.
- Minimum floor elevations, setback lines as follows: 60 foot or greater for approved site plan or easements and other sidebacks per the zoning ordinance or greater for approved site plan or easements; 4 foot sidewalk required on North 10th Street; 6 foot buffer required from adjacent residential zone/use and around dumpster if visible from street; 10 foot utility easement along the North and South sides; utility easement along the West 10 feet of the East 25 feet; exclusive irrigation easement in favor of Hidalgo County Irrigation District No. 1 along the East 15 feet and restrictions as shown on the map of Ebony Plaza, recorded in Volume 45, Page 76, Map Records of Hidalgo County, Texas.
- Conveyance of Water Rights in favor of the City of McAllen as shown by instrument dated April 4, 2004, filed May 26, 2004 under Document Number 1339294, Official Records of Hidalgo County, Texas.
- Mineral and/or royalty reservation contained in deed dated December 17, 1990, recorded in Volume 3016, Page 846, Official Records of Hidalgo County, Texas.
- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 9, 1980, by and between Thomas N. Sawyer, as Guardian of the Estate of N. C. Swayer, NCM, as Lessor, and Forney & Company, as Lessee, recorded in Volume 395, Page 491, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).
- Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated —, filed October 6, 1995 under Document Number 479168 and filed October 24, 1995 under Document Number 482406, Official Records of Hidalgo County, Texas.
- Terms, stipulations and conditions as disclosed by Certificate of Resolution and Order of Hidalgo County

Irrigation District No. 1, dated August 12, 2008, filed August 12, 2008 under Document Number 2008-1918209, Official Records of Hidalgo County, Texas.

- Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years, the payments of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

ROLANDO CANTU

LAURA E. CANTU

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on October _____, 2012 by ROLANDO CANTU.

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on October _____, 2012 by LAURA E. CANTU.

NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO :
THE COUNTY OF HIDALGO
2802 S. Bus. 281
Edinburg, Texas 78541

PREPARED IN THE LAW OFFICE OF:
L.G. 'JERRY' CANALES
217 W. Cano
Edinburg, Texas 78539
File No.: 130238

AI-34563

Right of Way 15. C.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Consideration of the use of Eminent Domain to condemn property on the following Parcels for the FM 681/FM2221 Road Project (TxDot CSJ #0862-01-046) Parcels #9 & 15 (Pct. #3) - a description of such parcels attached as Exhibit A & B

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1315-431-00-123-070-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 10/5/12.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 02:31 PM
Olga Garza	Olga Garza	10/05/2012 10:17 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 02:22 PM
	Final Approval Date: 10/05/2012	

Memo

From: GSK

To: Joe Peña, Hidalgo County Right-of-Way Director

Date: September 27, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owners: Joseph Eromosele
Project: FM681/FM2221
Parcel: 9 (legal descriptions attached)
TXDOT CSJ No.: 0862-01-046

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 9
Property Description

A tract of land containing 0.775 acre (33,775 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 79, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.775 acre (33,775 square feet) also being a part or portion of a 12.740 Acre tract of land deeded to Joseph Eromosele, recorded in Document No. 1584538, H.C.D.R., by James T. & Leah B. Killelea on March 01, 2006, and said 0.775 acre (33,775 square feet) also being more particularly described as follows;

COMMENCING on the northwest corner of Lot 79 and 12.74 Acre Tract;

THENCE S 08° 52' 11" W (S 08° 50' W), along the West line of said Lot 79, a distance of 1099.50 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed north right-of-way line of FM 2221, for the western most northwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034066.25 and Y=16642913.98. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE** S 81° 04' 54" E, continuing along the proposed North right-of-way line of said FM 2221, a distance of 378.10 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;
2. **THENCE** N 54° 08' 35" E, along the proposed right-of-way line, a distance of 28.40 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed west right-of-way of FM 2894, for an inside corner of this tract;

July 13, 2009

Revised May 14, 2010

Revised August 26, 2010

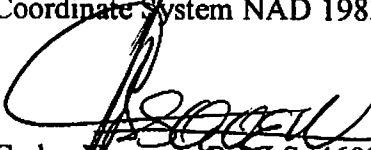
Revised October 22, 2010

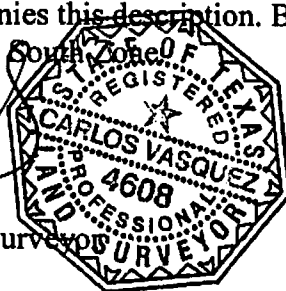
Revised December 3, 2010

Parcel 9

3. **THENCE** N 08° 53' 32" E, continuing along the proposed West right-of-way line of said FM 2894, a distance of 216.91 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for angle corner of this tract;
4. **THENCE** N 14° 38' 28" E, continuing along the proposed West right-of-way line of said FM 2894, a distance of 150.80 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said FM 2894, for the northeast corner of this tract
5. **THENCE** S 08° 55' 57" W (S 08° 50' W), continuing along the West right-of-way line of said FM 2894, a distance of 456.96 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the intersection of the North right-of-way line of FM 2221 and West right-of-way line of said FM 2894, for the southeast corner of this tract;
6. **THENCE** N 81° 04' 54" W (S 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 413.03 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the west line of said Lot 79, for the southwest corner of this tract;
7. **THENCE** N 08° 52' 11" E, along the West line of said Lot 79, a distance of 70.00 feet to the POINT OF BEGINNING, containing 0.775 acre (33,775 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.


Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009



P.O.C. PARCEL 9

Sta 472+78.39
OS 461.96 LT
15.00' SHWSC EASEMENT
VOL. 1670, PG. 967, H.C.D.R.

N 14°38'28" E
150.80'

10.0' AEP TEXAS CENTRAL CO.
R.O.W. EASEMENT
DOCUMENT No. 2139336, H.C.D.R.

LA HOMA RANCH CITRUS
GROVES UNIT 2
(VOL. 8, PG 9, H.C.M.R.)

LOT 79, BLK 1

JOSEPH EROMOSELE
(DOC. *1584538, H.C.D.R.)

LUCIO D. ANDA
& IVON PERALEZ
(DOC. *1402344, H.C.D.R.)

(N 08°50' E)
N 08°52'11" E
70.00'

P.O.B. PARCEL 9
X=1034066.26
Y=16642913.98
STA 468+65.19
OS 75.00 LT

N 54°08'35" E
28.40'

Sta 472+63.35
OS 311.91 LT

PROPOSED RIGHT-OF-WAY

S 81°04'54" E 378.10'

15.00' SHWSC EASEMENT
VOL. 1670, PG. 951, H.C.D.R.

PROP. C ALIGNMENT

EXISTING RIGHT-OF-WAY (N 81°10' W)

S 81°04'54" E

468+00 469+00 470+00 471+00 472+00 473+00

40.00' R.O.W. EASEMENT VOL. 760, PG. 174, H.C.D.R.

FM 2221 80' ROW

EXISTING RIGHT-OF-WAY

NOTE:

1. ALL BEARING AND DISTANCE ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE
2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED 'CVO LS' SET, UNLESS OTHERWISE NOTED.

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

JOSEPH EROMOSELE

A LEGAL DESCRIPTION OF EVEN SURVEY
DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

SI

LEGEND:

SIGN	⊙	RIGHT-OF-WAY POST	□
MANHOLE (TELEPHONE)	⊗	CHAINLINK FENCE	—X—
TRAFFIC SIGNAL LIGHT POLE	●	WOOD FENCE	—//—
TELEPHONE PEDESTAL	⊠	FOUND 1/2" IRON ROD	•
LIGHT POLE	⊙	FOUND IRON PIPE	○
WATER METER	⊕	SET # 5 3/8" IRON ROD	IRS
FIRE HYDRANT	⊕	WITH PLASTIC CAP	
GUY	×	STAMPED 'CVO LS'	
POWER POLE	⊙	FOUND 1/2" IRON ROD	IRF
		OVERHEAD POWER	—OH—

SCALE: 1" = 100.00'



LLC

517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

J.E.H.

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

REVISED SEPTEMBER 19, 2012
REVISED JANUARY 2, 2011
REVISED DECEMBER 3, 2010
REVISED OCTOBER 22, 2010
REVISED AUGUST 26, 2010
REVISED MAY 14, 2010

DIST. NAME		PLAY OF SURVEY	COUNTY
PHARR		FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSJ No. 0862-01-046		DATE OF SURVEY: 07/13/09
EXISTING 12.74 Ac.	TAKING 0.775 Ac. (33,775 Sq Ft)	REMAINING LEFT 11.965 Ac.	SHEET: 3 OF 3

Memo

From: GSK

To: Joe Peña, Hidalgo County Right-of-Way Director

Date: October 3, 2012

Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owners	James T. Killelea, Sr. Revocable Living Trust
Project:	FM681/FM2221
Parcel:	15 (legal descriptions attached)
TXDOT CSJ No.:	0862-01-046

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

EXHIBIT "A"

County: Hidalgo
Highway: FM 681 & FM 2221
RCSJ: 0862-01-046

Parcel 15
Property Description

A tract of land containing 0.431 acre (18,782 square feet), situated in Hidalgo County, Texas and also being a part or portion of LOT 81, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT 2, recorded in Volume 8, Page 9, H.C.M.R., and said 0.431 acre (18,782 square feet) also being a part or portion of a 10.000 Acre tract of land dedeed to Donald J. Kallilea, recorded in Volume 1058, Page 139, H.C.D.R., by James T. & Leah Killelea on March 27, 1963, and said 0.431 acre (18,782 square feet) also being more particularly described as follows;

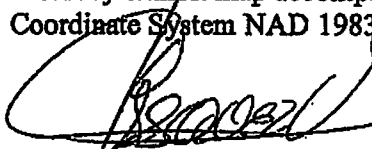
COMMENCING on the northeast corner of said 10.0 Acre Tract;

THENCE S 08° 53' 06" W (S 08° 50' W), along the East line of said 10.0 Acre Tract, a distance of 569.91 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1035477.28 and Y=16642668.73. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

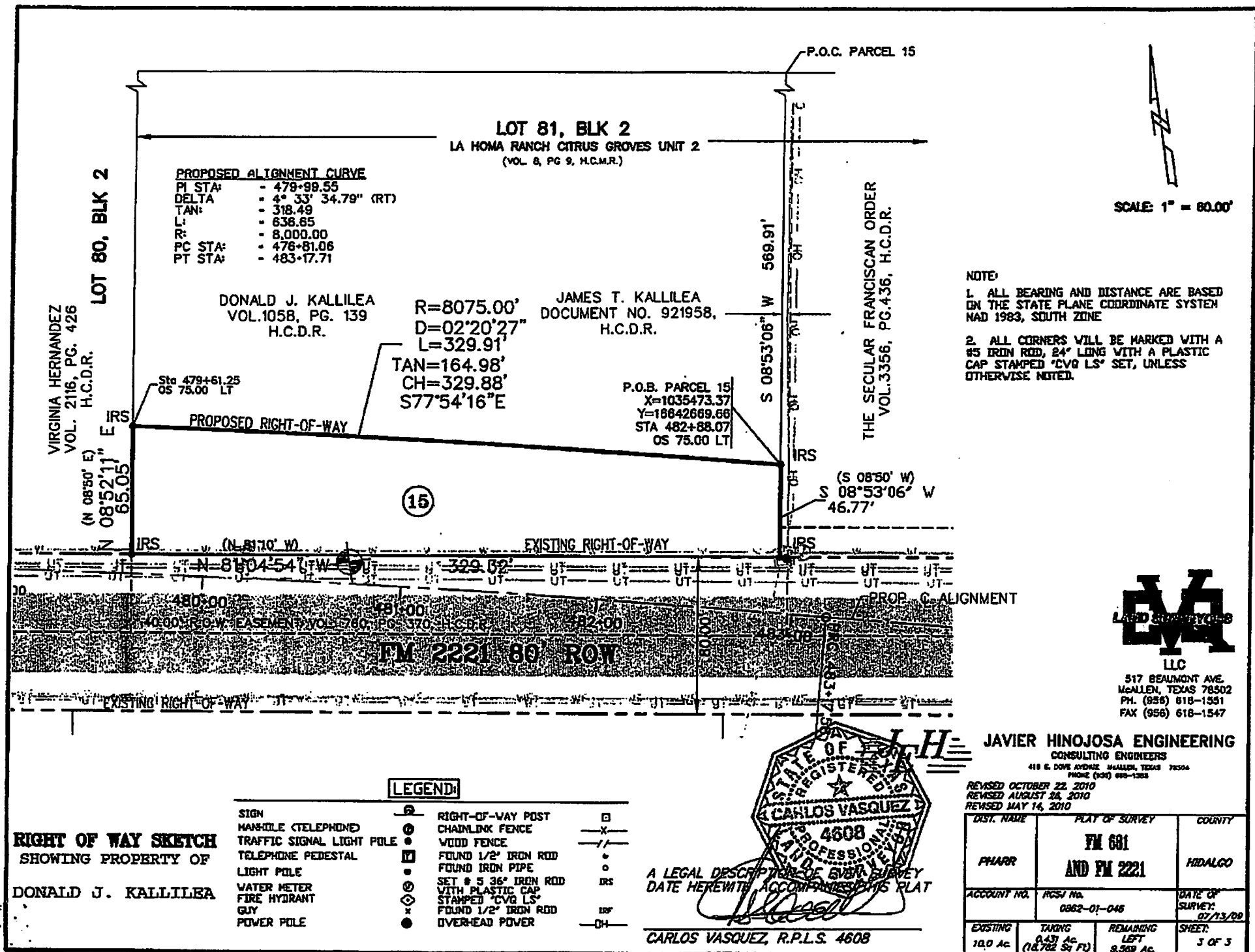
1. **THENCE** S 08° 53' 06" W (S 08° 50' W), continuing along the East line of said 10.0 Acre Tract, a distance of 46.77 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the North right-of-way line of said FM 2221, being the southeast corner of said 10.0 Acre Tract, for the southeast corner of this tract;
2. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 329.32 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the southwest corner of said 10.0 Acre Tract, for the southwest corner of this tract;

3. **THENCE** N 08° 52' 11" E (N 08° 50' E), along the West line of said 10.0 Acre Tract, a distance of 65.05 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on a curve of the proposed North right-of-way line of said FM 2221, for the northwest corner of this tract;
4. **THENCE** along the proposed North right-of-way line of said FM 2221 and said curve to the right with a radius of 8075.00 feet, an interior angle of 02° 20' 27", an arc length of 329.91 feet, a tangent of 164.98 feet and a chord that bears S 77° 54' 16" E, a distance of 329.88 feet to the **POINT OF BEGINNING**, containing 0.431 acre (18,782 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.


Carlos Vasquez, R.P.L.S. 4608
Registered Professional Land Surveyor
State of Texas No. 4605
Date: July 13, 2009





AI-34595

Planning Department 16. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Raul Sesin, Planning
Administrator

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Final Plat of Hidalgo County Precinct No.1 Constable Office Subdivision

BACKGROUND

Attachments

plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 08:08 AM
Olga Garza	Olga Garza	10/05/2012 11:42 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 05:03 PM
	Final Approval Date: 10/05/2012	

FINAL PLAT OF
HIDALGO COUNTY PRECINCT No.1
CONSTABLE OFFICE SUBDIVISION

A 2.037 ACRE TRACT OF LAND OUT OF LOT 7 BLK 2 MID-VALLEY INDUSTRIAL PARK
HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 21
PAGE 37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED
RECORDED IN VOLUME 3177 PAGE 95, DEED RECORDS, HIDALGO COUNTY TEXAS.

METES AND BOUNDS

A 2.037 ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 2 MID-VALLEY INDUSTRIAL
PARK, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN
VOLUME 21, PAGE 37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO
WARRANTY DEED RECORDED IN VOLUME 2177, PAGE 95, DEED RECORDS, HIDALGO COUNTY,
TEXAS, PREFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE
PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856
FOUND ON THE WEST LINE OF LOT 1, BLOCK 2, FOR THE SOUTHEAST CORNER OF LOT 6,
BLOCK 2, THE NORTHEAST CORNER OF LOT 7, BLOCK 2, AND THE NORTHEAST CORNER OF
THIS TRACT:

THENCE, S 37°09'11" E, ALONG THE EAST LINE OF LOT 7, BLOCK 2, A DISTANCE OF
377.50 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856
FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, S 52°50'49" W, A DISTANCE OF 235.00 FEET TO A ½" IRON ROD 24" IN LENGTH
WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF LOT 7, BLOCK 2,
AND THE EAST RIGHT OF WAY LINE OF JOE STEPHENS AVENUE, FOR THE SOUTHWEST
CORNER OF THIS TRACT.

THENCE, N 37°09'11" W, ALONG THE WEST LINE OF LOT 7, BLOCK 2, AND THE EAST RIGHT
OF WAY LINE OF JOE STEPHENS AVENUE, A DISTANCE OF 377.50 FEET TO A ½" IRON ROD
24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST
CORNER OF LOT 6, BLOCK 2, THE NORTHWEST CORNER OF LOT 7, BLOCK 2, AND THE
NORTHWEST CORNER OF THIS TRACT.

THENCE, N 52°50'49" E, ALONG THE NORTH LINE OF LOT 7, BLOCK 2, A DISTANCE OF
235.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.037 ACRES OF LAND MORE
OR LESS.

BEARING IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH MID-VALLEY
INDUSTRIAL PARK RECORDED IN VOLUME 21, PAGE 37, MAP RECORDS, HIDALGO COUNTY,
TEXAS

LEGEND
① 1/2" IRON ROD FOUND

SCALE:1"=40'

LOT 2
1905 LOCUSTS
WAREHOUSE SUBDIVISION
VOL.35 PG.82A

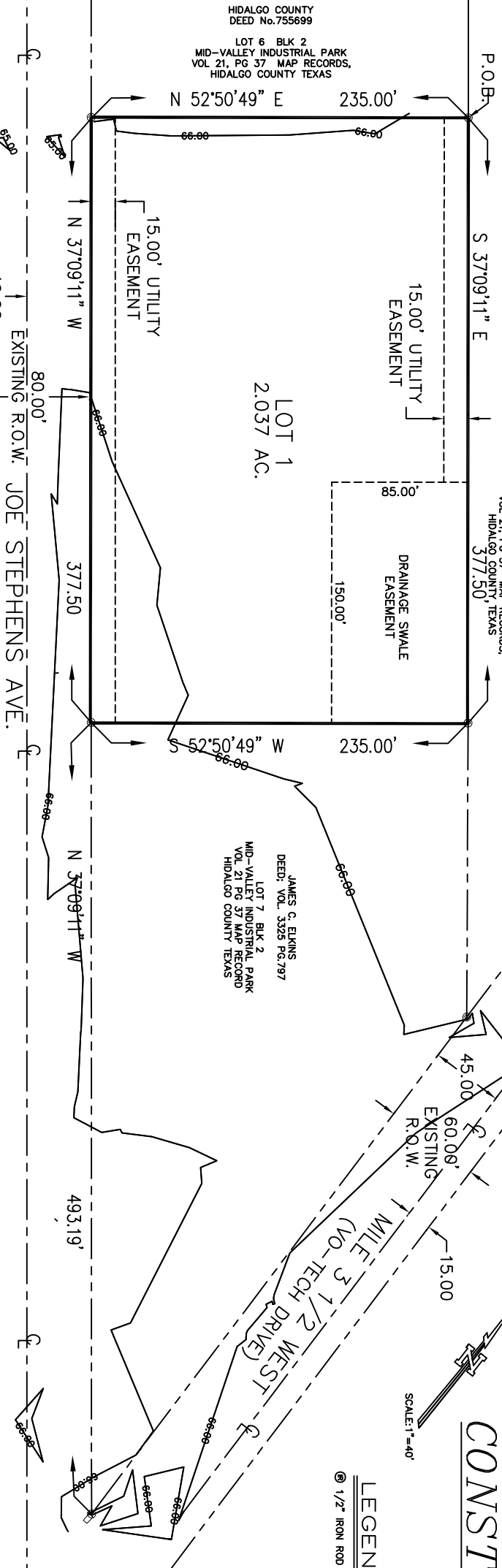
LOT 1
1905 LOCUSTS
WAREHOUSE SUBDIVISION
VOL.35 PG.82A

LOT 10, BLK 3
MID-VALLEY INDUSTRIAL PARK
VOL. 21, PG. 37 MAP RECORDS,
HIDALGO COUNTY TEXAS

HIDALGO COUNTY
DEED No.755699
LOT 6 BLK 2
MID-VALLEY INDUSTRIAL PARK
VOL. 21, PG. 37 MAP RECORDS,
HIDALGO COUNTY TEXAS

DANIEL E. ARNOLD
DEED No. 807394
LOT 1, BLK 2
MID-VALLEY INDUSTRIAL PARK
VOL. 21, PG. 37 MAP RECORDS,
HIDALGO COUNTY, TEXAS

JAMES C. ELKINS
DEED, VOL. 3325 PG.797
LOT 7, BLK 2
MID-VALLEY INDUSTRIAL PARK
VOL. 21 PG. 37 MAP RECORD
HIDALGO COUNTY TEXAS



GENERAL NOTES AND RESTRICTIONS:

1. MINIMUM BUILDING SETBACK LINES AS SHOWN BELOW, OR AS IT MAY BE REQUIRED BY ZONING
ORDINANCE FOR PROPOSED USE AT THE TIME OF BUILDING PERMIT APPLICATIONS:
STEPHENS AVE. 20.00
0.00 FEET OR GREATER FOR EASEMENT WIDTH
REAR 0.00 FEET OR GREATER FOR EASEMENT WIDTH

2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE CENTER LINE OF THE STREET
MEASURED FROM THE FRONT CENTER OF LOT, OR 18 INCHES ABOVE NATURAL GROUND, WHICHEVER
IS GREATER.

3. BENCH MARK: SQUARE CUT ON CENTER OF INLET, AT SOUTH BACK OF CURB OF EAST BOUND
LANE OF STEPHENS AVE. ELEVATION= 68.55

4. THE RUNOFF STORAGE REQUIREMENT FOR THIS SUBDIVISION IS 4,520.00 C.F. OF STORM SEWER
RUNOFF. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD
FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 3,688.41' FOOT DEED
AND A VOLUME OF APPROXIMATELY 10,100.00 CUBIC FEET WILL BE REQUIRED FOR THIS USE. THE DRAINAGE
DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF WESLACO, TEXAS, DRAINAGE DESIGN AND 2,500
FEET LONG AND APPROXIMATELY 3.50 FEET DEEP WITHIN A 95 FOOT BY 150 FOOT DRAINAGE
EASEMENTS LOCATED AT THE EAST SIDE OF THE LOT. SAID DETENTION AREA SHALL BE
CONSTRUCTED DURING THE CONSTRUCTION OF THE CONSTABLE'S FACILITY AND WILL PROVIDE
APPROXIMATELY 31,407.25 CUBIC FEET OF DRAINAGE DETENTION FOR THE DEVELOPMENT.

5. THIS SUBDIVISION IS LOCATED IN ZONE "X" SHADED ON FEMA'S FLOOD INSURANCE RATE MAP.
COMMUNITY PANEL No. 480334 0450 C, MAP REVISED JUNE 6, 2000 FURTHER REVISED TO REFLECT
LOUIS DATE MAY 30, 2002 ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD: AREAS
OF 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREA LESS
THAN ONE SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

6. A FIVE FOOT WIDE SIDEWALK ALONG JOE STEPHEN AVE. MUST BE INSTALLED AT THE TIME OF
DEVELOPMENT OF LOT.

7. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE CITY OF WESLACO
ENGINEERING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL AND/OR INDUSTRIAL USE AT THE
TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR SITE
DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN,
AND DRAINAGE PLAN HAVE BEEN APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN
ACCORDANCE WITH COUNTY AND STATE STANDARDS.

8. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN
COMMERCIAL. LOTS 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND
CONTRACT FOR DEEDS. NO MORE THAN ONE COMMERCIAL STRUCTURE SHALL BE PERMITTED ON LOT.

9. ALL GARBAGE AND TRASH SHALL BE PLACED IN SUITABLE CONTAINERS AND DISPOSAL OF THE
SAME SHALL BE IN A MANNER MANAGER BY A QUALIFIED SOLID WASTE DISPOSAL COMPANY. EACH
OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE CONTAINERS AND ENSURE
DISPOSAL COMPANY AT ALL TIMES.

10. ONE STREET LIGHT SHALL BE REQUIRED IN ACCORDANCE WITH CITY OF WESLACO CITY
ORDINANCE.

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED
HEREIN AS HIDALGO COUNTY PRECINCT No.1 CONSTABLE OFFICE SUBDIVISION TO THE CITY
OF WESLACO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO
THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS,
EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS, AND PUBLIC
PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED HEREON
AND WHICH ARE SHOWN AND DESCRIBED ON THIS PLAT AND WHICH ARE SHOWN AND
UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO. AT THE SAME
OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

COUNTY OF HIDALGO
RAMON GARCIA, HIDALGO COUNTY JUDGE
PO BOX 1356
EDINBURG, TEXAS 78540-1356

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY
APPEARED _____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME
(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT
HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY
OF _____ 20__

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION
OF THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT
CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS
CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION _____ DATE _____

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT
THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION
REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO _____ DATE _____

ATTEST: _____
SECRETARY, CITY OF WESLACO

RAUL E. SESIN - P.E. No.86374

DATE _____



THIS DOCUMENT IS NOT VALID FOR THE
PURPOSES OF REGISTERING A PLAT
AND COMMANDING UNDER THE AUTHORITY OF
THE STATE OF TEXAS
R.O. IN 08-24-2012
IT IS NOT TO BE USED FOR CONSTRUCTION,
BIDDING, AND/OR PERMIT PURPOSES.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY
CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF A
SURVEY MADE ON THE GROUND ON _____ UNDER MY DIRECTION AND SUPERVISION.

ALONSO QUINTANILLA
R.P.L.S. No.4856

DATE _____



THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No.9
ON THIS THE ____ DAY OF _____ 2012

PRESIDENT _____ ATTEST: _____ SECRETARY _____

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No.9 WILL NOT BE RESPONSIBLE FOR
DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION, IF DESIRED, THIS
MAY BE DONE AT THE DISCRETION OF THE DISTRICT AND MAY NOT BE ANY PERMANENT
STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND OR EASEMENTS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS
SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX.
WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE
DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON
GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF
THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.



HIDALGO COUNTY
PLANNING DEPARTMENT

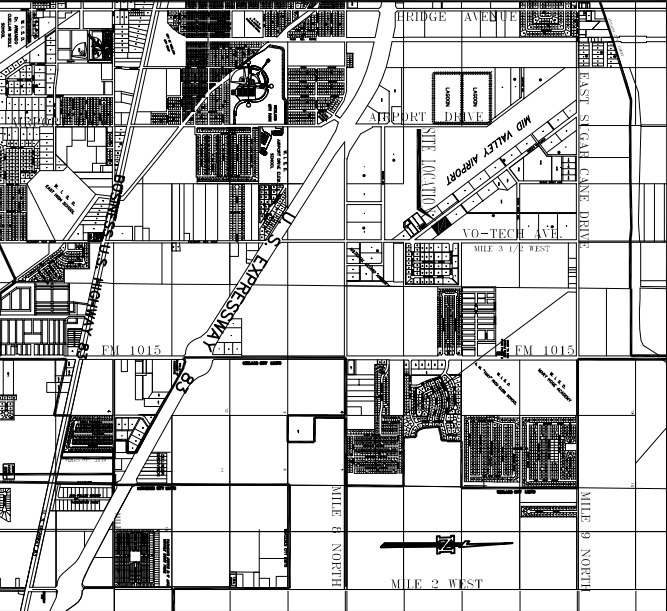
1304 S. 25 TH. STREET
EDINBURG, TX. 78539
TEL: (956) 318-2840 FAX: (956) 318-2844
www.co.hidalgo.tx.us

RAUL E. SESIN, P.E., C.E.M.
PLANNING ADMINISTRATOR



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-361-6480 FAX 956-361-0527
REGISTRATION NUMBER F-1513 OFFICE@QHAENGINEERING.COM

LOCATION MAP SCALE:1"=2000'



AI-34468

Precinct #1 17. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Sergio Cruz

Submitted By: Cynthia De La Cruz, COMM. PCT.
#1

Department: COMM. PCT. #1

Information

CAPTION

The Monte Alto Lions Club is requesting permission to host their 2nd Annual "King of the Grill" Fajita-Cook-off at Delta Lake Park on Saturday, October 20, 2012 from 11:00 A.M. to 6:00 P.M. All proceeds will go towards the Monte Alto Lions Club, which assists families in need in the local community.

BACKGROUND

The organization has provided the Certificate of General Liability Insurance to Pct. 1 and all health permits needed will be obtained by organization prior to the event taking place and will submit copies to Commissioner Quintanilla and other respective departments.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact to Co. Organization has already provided the Certificate of General Liability Insurance to Pct. 1. Health permits will be obtained prior to event taking place.

Attachments

Letter.pdf

Monte Alto Lions Club Insurance.txt.pdf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/27/2012 08:06 AM
Ivan Cantu	Ivan Cantu	09/27/2012 09:04 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Cynthia De La Cruz		Started On: 09/26/2012 03:27 PM
	Final Approval Date: 10/05/2012	

Monte Alto Lions Club



District 2-A3

RECEIVED

SEP 17 2012
PRECINCT 1
COMMISSIONER
JOEL QUINTANILLA

Commissioner Quintanilla,

We, the Monte Alto Lions Club, are requesting to use Delta Lake Park to host our 2nd Annual "King of the Grill" Fajita Cook-Off on Saturday, October 20, 2012 from 11:00 a.m. to 6:00 p.m.

In addition to the cook off competition, the event will include live performances from various local bands, food booths, arts & crafts, kiddie rides, and a car show. We are also hosting a trail ride to go along with the event.

The Lions Club is requesting to charge a \$2.00 event fee per car in addition to the \$2.00 county park fee which will be used to offset some of the event expense.

This event became our biggest fundraising project last year, and we hope this year will be an even greater success. All proceeds will go to the Monte Alto Lions Club, which assists families in need in the local community. Various projects we undertake are eyeglasses for needy students, yearly scholarships, Adopt-A-Family program every Christmas and other contributions to local families.

We hope to continue these events, as they are a great help to our community and our cause, which is to serve.

Thank you for your consideration!

A handwritten signature in black ink, appearing to read 'Juan Garcia', is written over a horizontal line.

Juan Garcia

Monte Alto Lions Club President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: John Adams		
Willis of Illinois, Inc. 425 N. Martingale Road, Suite 1100 Schaumburg, IL 60173	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 1-888-467-2378	
	E-MAIL ADDRESS: lionsclubs@willis.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A : ACE American Insurance Company		22667
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	X		HDOG27012784	09/01/2012	09/01/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 1,000
	☒ Agg. Per Named Insured						PERSONAL & ADV INJURY \$ 1,000,000
	is \$2,000,000						GENERAL AGGREGATE \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			ISAH08711392	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS						\$
	☒ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Monte Alto Lions Club 2nd Annual King of The Grill Cook-Off

Delta Lake Park is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
2818 S Business Hwy 281
Edinburg Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-34559

Precinct #2 18. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between Hidalgo County and City of Pharr for the Minnesota Road Project.

2. Acceptance and approval of the Interlocal Cooperation Agreement Project: provision of the "Undertaking a road improvement project generally described as the Minnesota Road Project from I Road West to Huisache Avenue" pursuant to the approval of the Interlocal Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-122-084-0-731/841

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pending transfer in the amount of \$200,000. See AI-34585 CC 10/9/12.

Attachments

Interlocal Agreement & Project Approval Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 02:38 PM
Roland Garcia	Rolando Garcia	10/05/2012 10:44 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Katia Garcia		Started On: 10/03/2012 01:53 PM
	Final Approval Date: 10/05/2012	

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND THE CITY OF PHARR TEXAS**

THIS Interlocal Cooperation Agreement is made by and between the County of Hidalgo Texas, hereinafter referred to as "County" and the City of Pharr, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, a portion of Minnesota Road, from I Rd. West to Huisache Avenue (the project) lies within the corporate limits of the City of Pharr. Project length is 2,300 LF of which approximately 1,545.05 LF is located inside Pharr City Limits and which approximately 754.95 LF is located in Hidalgo County, Texas;

WHEREAS, Minnesota Rd. requires reconstruction; Exhibit A attached hereto

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et.seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County, through Precinct 2, shall remove existing asphalt, excavate, add new caliche material, lime stabilize or other means, roll and compact base to County standard requirements including all testing processes and prepare base to a finish and pave the project.
2. The County, at its own cost, will provide all engineering design and technical assistance required.
3. City shall reimburse County an amount not to exceed Fifty Thousand Dollars and No/100ths (\$50,000.00) toward the cost of the project within thirty (30) days of receipt of invoice from County after completion of the Project.
4. Maintenance of the existing road within the corporate limits shall remain the responsibility of the City.

5. This Agreement shall terminate the latter of (1) year from the execution of this agreement or completion of the Project.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
8. **No waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
10. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:

City of Pharr
Attention: Leopoldo "Polo" Palacios, City Mayor
P.O. Box 1729.
Pharr, Texas 78577

If to County:

County of Hidalgo County
Attention: County Judge Ramon Garcia
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to:

Commissioner Hector "Tito" Palacios, Precinct 2
300 W. Hall Acres, Suite G
Pharr, Texas 78577

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

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

14. **Assignment.** This Agreement shall not be assignable.

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

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

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

18. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the

continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

WITNESS THE HANDS OF THE PARTIES effective when signed by the last party.

CITY OF PHARR

Leopoldo "Polo" Palacios, Mayor

Date _____

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

Date _____

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby Hidalgo County through Precinct 2, shall remove existing asphalt, excavate, add new caliche material, lime stabilize or other means, roll and compact base to County standard requirements including all testing processes. Prepare base to a finish and pave the section (the "Work") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the City of Pharr, Texas.

By vote on _____ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

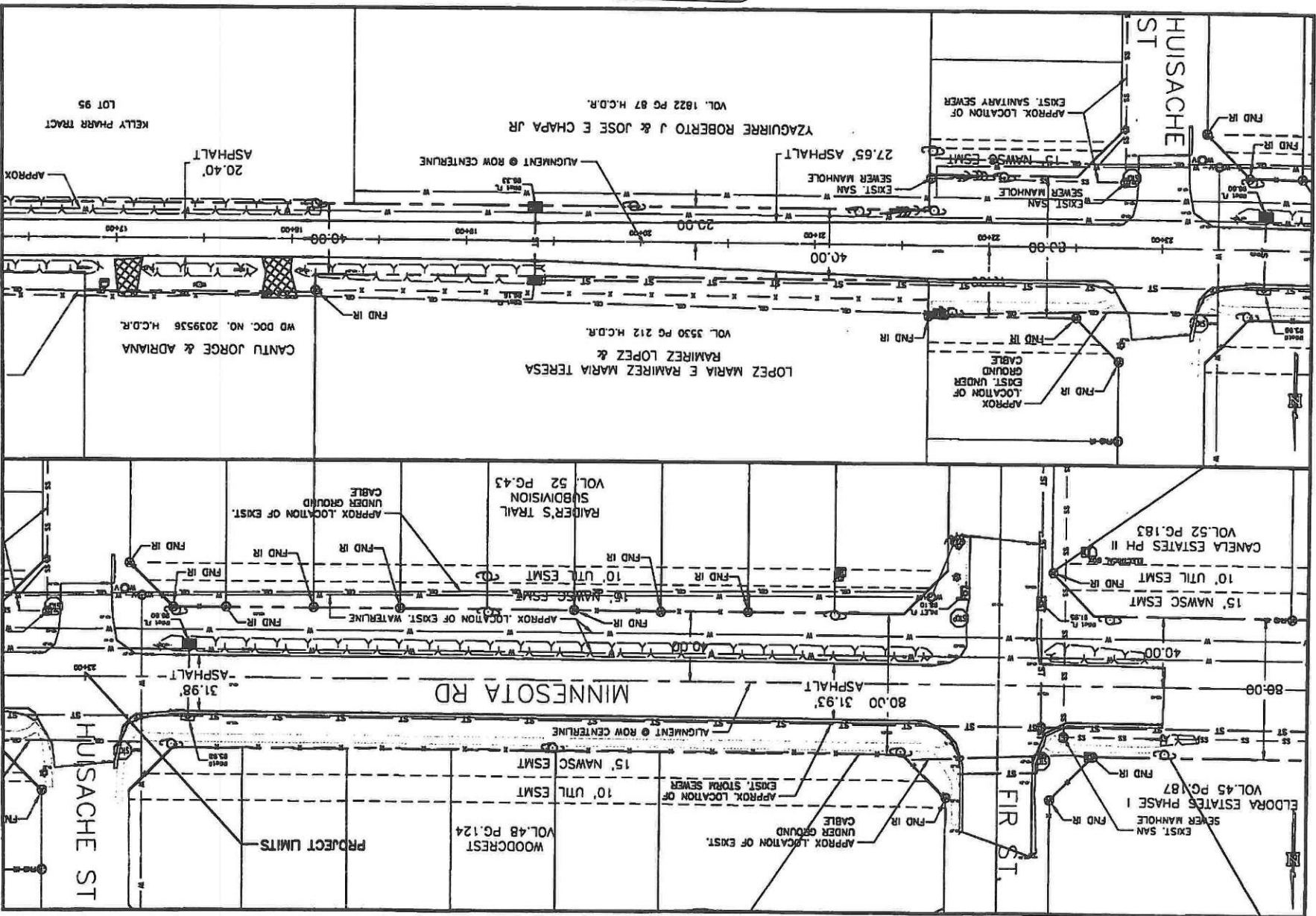
ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain

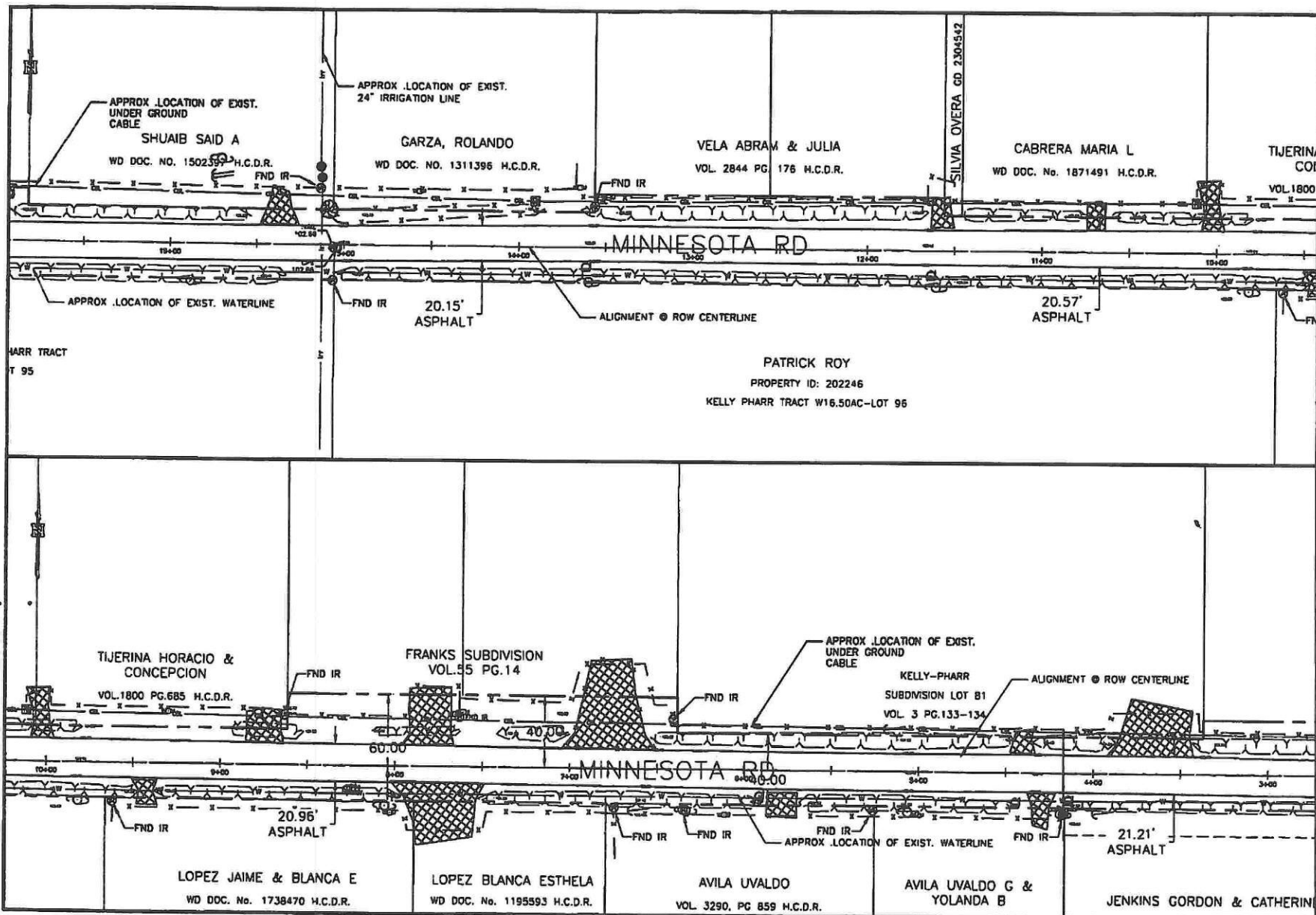


MINNESOTA RD
WEST OF I RD
TOPOGRAPHY

COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS
PROJECT

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 20th STREET
TULSA, OK 74106
TEL: (918) 343-2900 FAX: (918) 343-2944
WWW.CO.HIDALGO.OK.GOV
PLANNING ADMINISTRATION

51
EDGAR SIDRO
RAFA E. RESIN
CANTU PEREZ
1-90
09/05/12
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HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25th Street
Columbus, TX 76903
TEL: (512) 318-2800 or Fax: (512) 318-2844
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR



COMMISSIONER
HECTOR "TITO" PALACIOS
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENTS PROJECT

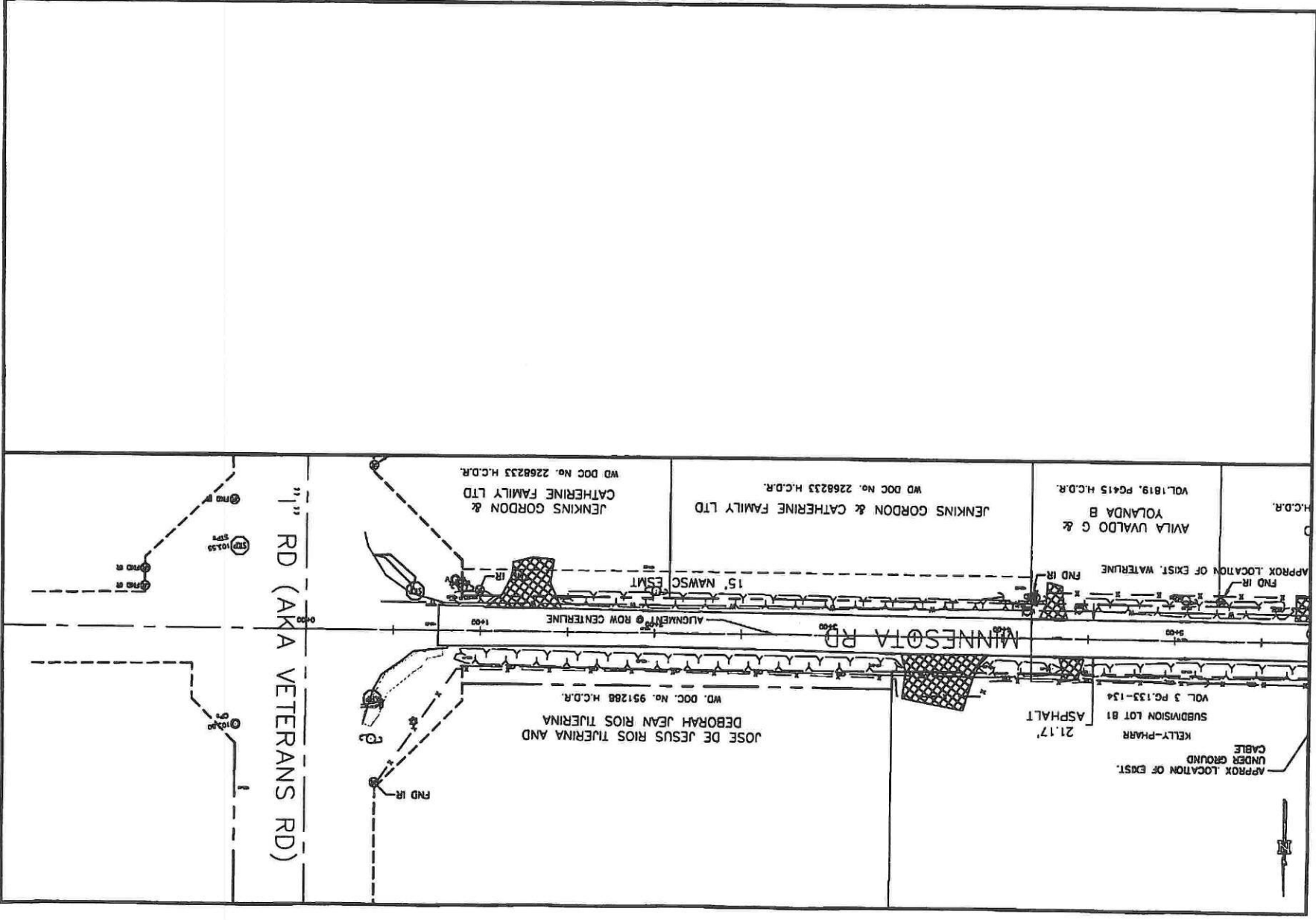
MINNESOTA RD
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TOPOGRAPHY

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AND COMMENTS UNDER
THE AUTHORITY OF
RAUL E. SESIN, P.E.
09/05/12
IT IS NOT TO BE USED
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PURPOSES.

1"=50'

CYNTHIA PEREZ
RAUL E. SESIN
EDGAR ISIDRO

S-2



9-3

EDGAR ISIDRO

PAUL E. SESEN

CYNTHIA PEREZ

1"=50'

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PROVIDING REVIEW AND COMMENTS UNDER THE AUTHORITY OF PAUL E. SESEN P.E. DATA ON 09/05/12 IT IS NOT TO BE USED FOR CONSTRUCTION, DESIGN, AND/OR OTHER PURPOSES.

MINNESOTA RD

WEST OF I RD

TOPOGRAPHY

COMMISSIONER

HECTOR "TITO" PALACIOS

HIDALGO COUNTY PCT 2

DRAINAGE IMPROVEMENTS

PROJECT

HIDALGO COUNTY

PLANNING DEPARTMENT

1304 S. 33RD STREET

EDWATON, TX 78240

TEL: (281) 348-2900 FAX: (281) 348-2844

PAUL E. SESEN, P.E., C.F.M.

PLANNING ADMINISTRATOR

AI-34575

Precinct #4 19. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Chris Trevino

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of Louie Flores to the Emergency Services District #3

BACKGROUND

To replace Donato Salinas who resigned.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:43 PM
Manuel Chapa	Manuel Chapa	10/04/2012 09:33 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 03:33 PM
	Final Approval Date: 10/05/2012	

AI-34629

Budget and Management 20. A.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Status update regarding the Hidalgo County Scofflaw Vehicle Registration Denial Program.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 02:15 PM
Budget & Management	Merlen P. Munoz	10/05/2012 02:15 PM
Perla Lopez		
Auditor's Office		
Purchasing Department		
Form Started By: Angela Garcia		Started On: 10/05/2012 01:28 PM

AI-34529

Budget and Management 20. B. 1.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 Drainage Improvement Project (1200):

a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement Project labor reimbursements.

b. Approval of 2012 appropriation of funds for the Pct. 1 Drainage Improvement Project (program 052) in the amount of \$18,195.84 to fund payroll expenditures.

BACKGROUND

Pct. 1 Drainage Improvement labor reimbursements were posted by Auditors office for the month of Aug. 2012 (PP #16 & 17).

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-121-052-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2012 Appropriation of funds in relation to Pct. 1 Drainage Improv. Proj. labor reimbursements for the month of Aug. 2012 (PP #16 & 17) in the amount of \$18,195.84.

Revenue acct #2-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc-Drain Reim." Total actual YTD labor reimbursements from Jan.-Aug. 2012 (PP #1-17) are \$174,880.15

Attachments

Pct. 1 Drain. appropriation-Aug. 2012

Cert. of Rev. letter & backup

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/03/2012 11:11 AM
Budget & Management	Merlen P. Munoz	10/03/2012 11:17 AM
Rosalinda Cantu	Rosie Cantu	10/03/2012 04:51 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Ivan Cantu		Started On: 10/02/2012
Final Approval Date: 10/05/2012		

DATE: October 9, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement

ACCOUNT NUMBER: 2-1200-431-00-121-052-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2012
Appropriation



SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-052-0-	113	Pct. 1 Drain Imprv. Prj.-	Reg. F/T Employees	13,696.46
2-1200-431-00-121-052-0-	115	Pct. 1 Drain Imprv. Prj.-	Longevity Pay	98.06
2-1200-431-00-121-052-0-	211	Pct. 1 Drain Imprv. Prj.-	Health Insurance	1,825.04
2-1200-431-00-121-052-0-	212	Pct. 1 Drain Imprv. Prj.-	Life Insurance	10.92
2-1200-431-00-121-052-0-	220	Pct. 1 Drain Imprv. Prj.-	FICA	1,029.88
2-1200-431-00-121-052-0-	230	Pct. 1 Drain Imprv. Prj.-	Retirement	1,377.43
2-1200-431-00-121-052-0-	250	Pct. 1 Drain Imprv. Prj.-	Unemployment Comp.	158.05
2-1200-360-00-121-002-0-	000	R & B Pct. 1-Misc.-	Drain Reim.	18,195.84
TOTAL BUDGET INCREASE (DECREASE)				18,195.84

REASON: To appropriate the Pct. 1 Drainage Improvement force labor reimbursements for the month of August 2012 (PP #16 & 17) to fund payroll expenditures.

DEPARTMENT HEAD SIGNATURE

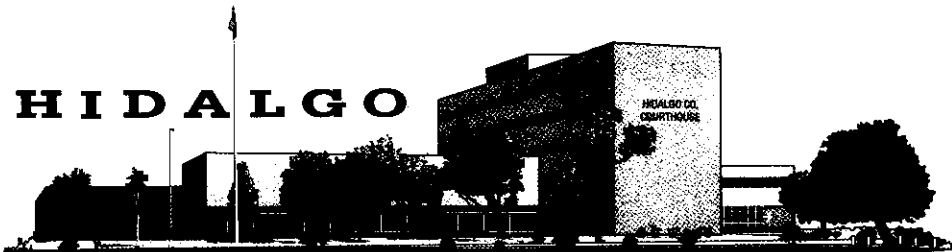
APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

October 3, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage improvement labor reimbursements in amount of \$18,195.84 for Precinct No. 1. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

10/3/12
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 32ND D.C.

RODOLFO DELGADO
JUDGE, 33RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 138TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 383RD D.C.

AIDA SALINAS FLORES
JUDGE, 384TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 448TH D.C.

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT

2818 S. Business Hwy. 281

Edinburg, Texas 78539

Office: (956) 292-7025 • Fax: (956) 292-7034

www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Tuesday, October 2, 2012

Subject: Pct. 1 Drainage Labor Reimbursements Certification of Revenues

Cc: Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Dina Trevino, Assistant Budget Officer
Damaris SanMiguel, Director, Budget Management Division
Rey Salazar, Director, Strategic Planning Division

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the Pct. 1 Drainage Improvement labor reimbursements for the month of August 2012 (PP #16 & 17).

The drainage labor reimbursements recorded by your office for the month of August 2012 total \$18,195.84. The revenue account the reimbursements are posted on is 2-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc.-Drain Reim." These monies will be appropriated to fund the Pct. 1 Drainage Improvement payroll expenditures, which are expensed out of the R & B fund.

Please be advised that our office is currently reviewing the drainage documentation for the month of September 2012 (PP #18 & 19) and will be submitted to your office for review and posting in the near future.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

Account No 2-1200-360-00-121-002-0-000

Accounting Period 13

Period

YTD

302902

pg 10 of 1

Acct. Year 2

Previous Year Info.

Description R&B PCT.1-MISC-DRAIN REIM

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | A/E | Receipts/Tr |

Reference No	Date	User	Description	Batch	Period	Amount
JE-24312	09-28-12	BTUERINA	RCL SAL&FRNG 2 FD1342-8/12 FORCE LABOR	2185	09	18,195.84
JE-24076	09-20-12	BTUERINA	RCL SAL&FRNG 2 FD1342-7/12 FORCE LABOR	29935	09	21,319.81
JE-23249	08-09-12	BTUERINA	RCL SAL&FRNG 2 FD1342-5/12 FORCE LABOR	29211	08	19,522.35
JE-22632	07-11-12	BTUERINA	RCL SAL&FRNG 2 FD1342-5/12 FORCE LABOR	28673	07	24,557.63
JE-22580	06-30-12	BTUERINA	RCL SAL&FRNG 2 FD1342-4/12 FORCE LABOR	28631	06	23,574.82
JE-21839	05-24-12	BTUERINA	RCL SAL&FRNG 2 FD1342-3/12 FORCE LABOR	27925	05	24,811.28
JE-21734	05-17-12	BTUERINA	RCL SAL&FRNG 2 FD1342-2/12 FORCE LABOR	27817	05	26,781.08
JE-20865	03-16-12	BTUERINA	RCL SAL&FRNG 2 FD1342-1/12 FORCE LABOR	26812	03	16,117.34

Account No 2-1200-360-00-121-002-0-000

Accounting Period 13

Period

YTD

302902

pg 10 of 1

Acct. Year 2

Previous Year Info.

Description R&B PCT.1-MISC-DRAIN REIM

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | A/E | Receipts/Tr |

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
03	.00	.00	.00	16,117.34	-16,117.34
05	.00	42,898.42	.00	51,592.36	-24,811.28
06	.00	.00	.00	23,574.82	-48,386.10
07	.00	72,943.73	.00	24,557.63	.00
08	.00	19,522.35	.00	19,522.35	.00
09	.00	.00	.00	39,515.65	-39,515.65
10	.00	21,319.81	.00	.00	-18,195.84
YTD	.00	156,684.31	.00	174,880.15	-18,195.84
PRE	.00	.00	.00	.00	.00
TOT	.00	156,684.31	.00	174,880.15	-18,195.84

AI-34578

Precinct #3 20. B. 2.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Pct. #3 R&B (1200):

- a. Approval of Certification of Revenues as certified by the County Auditor for revenues received from the City of Mission for the purchase of asphalt for road improvements to Moorefield Road between FM 495 and 2 Mile Line.
- b. Approval of 2012 appropriation of funds into Precinct #3 ICA-Mission-Moorefield (FM 495 - M2N) in the amount of \$100,000.00 to fund the road improvements to Moorefield Road between FM 495 and 2 Mile Line.

BACKGROUND

Interlocal Agreement was approved by CC on 10/1/12. (AI - 34337)

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-123-102-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$100,000.00 into Pct. #3 ICA-Mission-Moorefield (FM495-M2N).

Attachments

County Receipt

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/04/2012 04:21 PM
Perla Lopez	Perla Lopez	10/05/2012 11:21 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Norma Ceballos		Started On: 10/03/2012 03:35 PM
	Final Approval Date: 10/05/2012	



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 159579

Received From: CITY OF MISSION PCT. 3 10/04/12

Date 10/05/12

1	144920	MOOREFIELD RD IMPROVEMENTS	2-1200-337-00-123-002-0-000	100,000.00
---	--------	----------------------------	-----------------------------	------------

Total: 100,000.00

Check Total	100,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: October 9, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for Pct. #3 R&B (1200)

ACCOUNT NUMBER: 2-1200-431-00-123-102-0-841

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1200-431-00-123-102-0-841	Pct3-ICA-Mission-Moorefld(FM495-M2N)-Aid	\$ 100,000.00
2-1200-337-00-123-002-0-000	R&B Pct.3-Intgt'l Rev-Mission-Moorefield	100,000.00
TOTAL BUDGET INCREASE (DECREASE)		100,000.00

REASON:
Appropriation of funds received from the City of Mission for the purchase of asphalt for road improvements to Moorefield Rd between FM 495 and Mile 2 Line.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK



AI-34402

Budget and Management 20. B. 3.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Pct #4 - Drainage Impr. Proj. **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 Drainage Improvement Project (1200):

a. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

b. Approval of 2012 appropriation of funds into Pct. #4 Drainage Improvement Project (program 036) in the amount of \$41,491.51 (Labor Reimbursements - July & August 2012).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-124-036-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Approval of 2012 appropriation of funds in the amount of \$41,491.51 into Pct #4 Drainage Improvement Project (Labor Reimbursements - July & August 2012)

Revenue account# 2-1200-360-00-124-002-0-000 R&B Pct. #4 - Misc Drain Reimb. - Revenues

Attachments

Cert of Rev Letter
appropriation

Form Review

Inbox
Manuel Chapa (Originator)
Budget & Management
Sylvia Solis
Purchasing Department

Reviewed By
Manuel Chapa
Merlen P. Munoz
Sylvia Solis
Angela Garcia

Date
09/26/2012 09:15 AM
09/26/2012 10:43 AM
09/27/2012 01:09 PM
10/05/2012 12:59 PM
Started On: 09/21/2012

Form Started By: Manuel Chapa

Final Approval Date: 10/05/2012

COUNTY *of* HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor



EDINBURG, TEXAS 78539

September 26, 2012

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage improvement labor reimbursements for Precinct No. 4 in amount of \$41,491.51. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

9/26/12
Date



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

ATTEST COUNTY CLERK

AI-34602

21. A. 3.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Marty Salazar

Submitted By: Moises Salazar, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)

b. Approval of a "Sole Source Declaration" with R.S. Means Co. LLC for the purchase of JOC Works Software License thru requisition No. 223040 in the total amount of 2,125.00 as per attached proposal.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-415-18-160-001-0-747

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Line item transfer on today's Consent Agenda No. 34543 -Requisition No. 223040

Attachments

RS Means JOC Works Software PO Request and Proposal

Sole Source Declaration

Form Review

Inbox

Auditor's Office

Form Started By: Moises Salazar

Reviewed By

Angela Garcia

Final Approval Date: 10/05/2012

Date

10/05/2012 12:59 PM

Started On: 10/04/2012

Requisition

Req # 00223040

PO #

Date: 09/14/12

Bill To: x
x

Vendor : 384941
R.S. MEANS CO. LLC
63 SMITHS LANE
KINGSTON MA 02364
FAX (800) 632-6732

Ship To: PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: NIELDA CAVAZOS
956-318-2626

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	ONE (1) LICENSE JOCWorks Software, Pro Version One (1) License, Annual Fee	2,125.00	2,125.00
		<u>Account No</u>	<u>Encumbrance</u>	
		2-1100-415-18-160-001-0-336	2,125.00	
			Freight	.00
			Total	2,125.00

Authorized By: _____

Requisition No 00223040
 Po No
 Date Entered 09-14-2012
 Status Needs Approval by PURC

Vendor R.S. MEANS CO. LLC
 Address 63 SMITHS LANE
 KINGSTON MA 02364

Owner NCAVAZOS1

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	ONE (1) LICENSE JOCWorks Software, Pro Version One (1) Li	2,125.0000	2,125.00

		Total	2,125.00
Account Number	Description	Account Balance	Amount
2-1100-415-18-160-001-0-336	PURCHASING-COMPUTER SERVICES	.00	2,125.00



June 26, 2012

Mr. Moises Salazar, Buyer III
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539

RE: RSMeans JOCWorks Software

Dear Mr. Salazar:

RS Means is pleased to provide Hidalgo County with a price proposal for an annual subscription service of one JOCWorks Software License.

The annual service is inclusive of the following:

- Means Current Year Facilities Cost Data
- Enhancements to the JOCWorks Software
- 800# Technical Support

Means will provide technical and engineering support services through an 800 number (800) 334-3509. The service is for both IT software support and Mean Data (Means Engineering) with available hours of 8:00 AM to 5:00 PM EST.

To accept this proposal, Hidalgo County may provide a Purchase Order or Credit Card as acceptance and notice to proceed.

Fees

JOCWorks Software, Pro Version
One (1) License, Annual Fee

\$ 2,125.

Terms

Purchase Order
Net 30 Day

Sincerely,
RSMeans – Reed Construction Data

Robert F. Gair, Principal
JOC Program Manager

rgair@rsmeans.com
(781) 422-5103 Direct
(202) 285-7826 Cell
(678) 680-1746 Fax

JOC Works SOFTWARE License Agreement

This agreement is between you (Entity or Person) and RS Means Company, Inc., a Delaware corporation ("Means"). Please read the terms and conditions of this license agreement (Agreement) carefully before using this SOFTWARE, as defined below. By entering "I Agree" and clicking the "OK" button or by using the SOFTWARE after or before reviewing this agreement, you are accepting and agreeing to the terms of this Agreement.

If you have any qualms and are not willing to be bound by the terms of this Agreement, do not use the SOFTWARE and promptly return it in original and undamaged condition to the place from which you obtained them. By installing and using this SOFTWARE you are accepting all of the terms and conditions of this Agreement.

1.0 Ownership

The SOFTWARE, together with any associated written materials, binders, related SOFTWARE, trade secrets, and intellectual property, including but not limited to any images, "applets", photographs, animation, video, audio, music and incorporated text including MeansData™ data files and corresponding RS Means Unit Price Cost Guides, if any (collectively referred to hereafter as SOFTWARE) is owned by RS Means, its sublicensors and its suppliers. The SOFTWARE is proprietary to RS Means, its sublicensors and its suppliers and is protected by United States copyright, trademark, trade secret, and associated intellectual property laws, and by international treaty provisions. The SOFTWARE is licensed, and not sold. You acknowledge and agree that the entire right, title and interest in and to the SOFTWARE is owned by and shall remain with Means, its sublicensors and/or its suppliers. If the SOFTWARE presently or at any time in the future incorporates MeansData™ data files and corresponding unit price books, you hereby further acknowledge and agree to the terms and conditions contained in Section 8, 8.1, and 8.2. Means, its sublicensors and its suppliers retain all rights not expressly granted in this Agreement.

GRANT OF LICENSE

2.1 Named User SOFTWARE

If the enclosed SOFTWARE is licensed to you by Means as "SINGLE USE SOFTWARE" then Means grants you a non-exclusive right for you or, if you are not an individual, a specific employee designated by you, the right to use one copy of the SOFTWARE in object code form on a single standalone computer (example, with a single CPU) owned, leased or otherwise controlled by you, or on a Named User Computer Network. A Computer Network is any combination of two or more computers (one of which must be a network server) that are electronically linked and capable of sharing the use of a single SOFTWARE program. A "Named User Computer Network" is a Computer Network for which you have paid a separate license fee for the SOFTWARE for each specific individual user of the SOFTWARE on the Computer Network. Means does not license the SOFTWARE for use or sharing by more than one specific individual, even if that use is not concurrent, unless you have purchased a separate license and paid an additional license fee for each additional individual using the SOFTWARE. A copy of the SOFTWARE stored on hard disk on a network server for the sole purpose of use by network workstations is not deemed to be in use on the network server.

You agree to have a reasonable mechanism in place to assure that only those individuals designated as named users may use the SOFTWARE.

2.0 Concurrent Use SOFTWARE

If the enclosed SOFTWARE is licensed to you as "CONCURRENT USE SOFTWARE" then Means grants to you a non-exclusive right to use one copy of the SOFTWARE in object code form on a Licensed Computer Network, which is owned, leased or otherwise controlled by you. A Computer Network is any combination of two or more computers (one of which must be a network server) that are electronically linked and capable of sharing the use of a single SOFTWARE program.

A Licensed Computer Network is a Computer Network for which you have licensed one copy of the SOFTWARE for each concurrent user of the SOFTWARE on the Computer Network. A copy of the SOFTWARE that resides on a network server for the sole purpose of use by network workstations is not deemed to be in use on the network server, and therefore does not require an additional license. You agree to have a reasonable mechanism in place to assure that the number of persons using the SOFTWARE concurrently does not exceed the number of licenses.

3.0 INSTALLATION OF SOFTWARE

You assume responsibility for selection of the SOFTWARE to achieve your intended results, and you are solely responsible for installation of the SOFTWARE and for acquisition of such equipment and SOFTWARE as may be necessary for operation of the SOFTWARE.

4. 0 OTHER RESTRICTIONS

This is your evidence of license to exercise the rights granted herein and must be retained by you. You may not copy the SOFTWARE, except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, provided that Means proprietary legends and copyright notices are reproduced on such copy, or (b) transfer the SOFTWARE to a single hard disk, provided that you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE. You may, after written notification to and consent of Means store one (1) backup copy of the SOFTWARE at a third-party disaster recovery facility, provided that such third party agrees in writing to abide by the terms and conditions of this Agreement. You agree to maintain accurate records of the location of all copies, including archival copies, of the SOFTWARE. You may not rent, lease, reverse-engineer, decompile, disassemble, translate or publish the results of benchmark tests of the SOFTWARE. You may not use the SOFTWARE for service bureau work, for time-sharing arrangements or for the benefit of any third party. You agree to comply with the export laws and regulations of the United States to assure that the SOFTWARE is not exported, directly or indirectly, in violation of law.

5.0 WARRANTY

Means warrants that, for ninety-days (90) from the date of invoice (the "Warranty Period"), (i) the SOFTWARE will perform substantially in accordance with Means applicable functional specifications, and (ii) the electronic media on which the SOFTWARE is distributed is free from defects in materials and workmanship. The foregoing warranty is expressly conditioned on your observance of the operating procedures set forth in the written materials accompanying the SOFTWARE. The foregoing warranty shall not apply if the SOFTWARE has been damaged or misused in any respect. Means does not warrant that the SOFTWARE will

meet your requirements or operate uninterrupted or error free. To the maximum extent permitted by applicable law, Means disclaims any and all other warranties, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

6.0 EXCLUSIVE REMEDY

Your sole and exclusive remedy for breach of the above warranty is that Means shall, if it receives written notice of such breach during the Warranty Period, at its sole option, either (a) correct or cure any reproducible defect in the SOFTWARE in breach of such warranty within a reasonable time by issuing corrected instructions, a restriction, or a bypass, or (b) refund the price paid by you for the SOFTWARE. In the event Means furnishes a correction or cure pursuant to clause (a), Means shall warrant such correction or cure for the remainder of the original Warranty Period or sixty (60) days, whichever is longer. Outside the United States, these remedies are not available without proof that you acquired this copy of the SOFTWARE from an authorized source.

7.0 LIMITATION OF LIABILITY

In no event shall Means or its suppliers be liable to you or any third party for indirect, special, incidental, economic, consequential or punitive damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, liabilities to third parties arising from any source, or other pecuniary loss), regardless of the nature of the claim, arising out of the use or inability to use the SOFTWARE, even if Means has been advised of the possibility of such damages. In no event shall the liability of Means or its suppliers exceed the amount paid by you for the SOFTWARE. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

Means uses its reasonable efforts to ensure complete, reliable and accurate data. However, Means makes no guaranty or warranty as to the correctness or sufficiency of any information or data contained in this product and Means assumes no liability or responsibility in connection with the information or data or their use or applications.

8.0 DISCLAIMER OF WARRANTIES

MEANS expressly disclaims any and all warranties, whether oral or written, express or implied, including but not limited to warranties or merchantability and fitness for a particular purpose. You assume full responsibility for the selection of data files to achieve your intended purposes, for the proper installation and use of data files, and for verifying the results obtained from data files. Means is not responsible for any support or maintenance of the data files. The data files are license to you as is and where is. Means makes no express or implied warranty or guarantee in connection with the content of the information contained in the data files, including the accuracy, correctness, value, sufficiency, or completeness of the data, methods, and other information contained herein.

8.1 Limitation of Liability

Neither Means nor anyone else who has been involved in the creation, production and delivery of data files shall be liable for any indirect, special, consequential, or incidental damages, or damages for lost data, or profits, arising from the use of or inability to use data files or of errors or omissions therein, even if Means has been advised of the possibility of such damages. In no event shall Means' total liability in connection with data files exceed the

amount of money paid to Means by you for such data files, whether such liability arises from any claim based upon contract, tort or otherwise. You acknowledge and agree that the amounts paid by you to Means for Data Files reflect the allocation of risks between the parties and the limitations of Means' liability hereunder.

9.0 AUDIT

Means may, at any time, either request a signed certification by you verifying that the SOFTWARE is being used in accordance with the terms of this Agreement and/or audit your use of the SOFTWARE at any time during regular business hours to ensure compliance with the terms and conditions of this Agreement.

10.0 U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE is provided with RESTRICTED AND LIMITED RIGHTS. If the SOFTWARE is supplied to the Department of Defense ("DoD") of the United States Government, the SOFTWARE is classified as "Commercial Computer SOFTWARE" and the DoD only acquires "restricted rights" as defined in Clause 252.227-7013(c)(1) of DFARS. If the SOFTWARE is supplied to any other unit of the United States Government, the Government's rights are as defined in Clause 52.227-19(c)(2) of FAR or, in the case of NASA, as defined in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.

11.0 CONFIDENTIALITY

You acknowledge and agree that:

- (i) the SOFTWARE and accompanying written materials are confidential;
- (ii) you will instruct and require all of your employees, agents, and contractors who have access to the SOFTWARE and accompanying written materials to maintain the confidentiality thereof;
- (iii) you will exercise the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the SOFTWARE and accompanying written materials as you would exercise to safeguard the confidentiality of your own confidential property; and
- (iv) you will disclose the SOFTWARE and accompanying written materials only to those employees, agents or contractors required to have knowledge of same to perform their duties and whom have agreed in writing to abide by the confidentiality obligations of this Agreement. The foregoing confidentiality provisions shall not apply to any information which
 - (a) you can demonstrate was in your possession prior to receipt,
 - (b) is or subsequently becomes publicly available without your breach of any obligation owed the disclosing party;
 - (c) is disclosed to you without restriction on disclosure by a third party who had the right to disclose such information,
 - or (d) you can demonstrate by written records was independently developed by you without reliance on the SOFTWARE or accompanying written materials.

12.0 TERM

This license is effective upon your installation, our use, or entering "I Agree" and/or clicking "OK" and shall continue until terminated. You may terminate this license by returning the SOFTWARE and all copies thereof to Means. Means may terminate this license upon the

breach by you of any provision contained in this Agreement. Upon such termination by Means, you agree to return the SOFTWARE, and all copies thereof to Means, or destroy all copies of the SOFTWARE and notify Means in writing that all copies of the SOFTWARE have been destroyed.

Both the license and your right to use the SOFTWARE and the data terminate automatically if you violate any part of this Agreement. In the event of termination, you must immediately destroy all copies of the SOFTWARE and notify Means in writing that all copies of the SOFTWARE have been destroyed or return all copies of the SOFTWARE to Means.

13.0 CANADIAN LICENSES

If you obtained this product in Canada, you agree to the following: The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including notices, have been and shall be written in the English language only. Les parties aux présentes confirment leur volonté que cette Convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.

14. MISCELLANEOUS

You may not assign, delegate or otherwise transfer this Agreement or your rights or obligations hereunder without the prior written consent of Means. Any attempted assignment of this Agreement without consent from Means shall be invalid and unenforceable. This is the entire agreement and understanding between you and Means with respect to the subject matter hereof, and supersedes all prior agreements, representations, negotiations, proposals and understandings, whether written or oral, including those made by sales representatives or dealers of Means, concerning the subject matter hereof. This Agreement may not be amended or modified except in writing and signed by authorized representatives of the party against whom the amendment is sought to be enforced. The waiver or failure by either party to claim a breach of any provision shall not be a waiver of a breach of any other provision or a subsequent breach of the same provision.

The sublicensors and suppliers to Means shall be deemed third-party beneficiaries of this Agreement, to the extent permitted by law. Any notices required or permitted to be given to under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, if to RS Means, 63 Smiths Lane, Kingston, MA 02364 Attn: JOCWorks and if to you, addressed to your registered user at your registered address.

This Agreement shall be governed by the laws of the New York without regard to conflicts of law principles. In the event that litigation is needed to enforce the terms and conditions of this Agreement, Means shall be entitled to recover its legal costs and fees, including reasonable attorneys' fees, if it prevails in such litigation. You hereby expressly consent to the personal jurisdiction of the state and federal courts located in New York for any lawsuit arising from or relating to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You assume responsibility for selection of the SOFTWARE to achieve your intended results, and you are solely responsible for installation of the SOFTWARE and for acquisition of such equipment and SOFTWARE as may be necessary for operation of the SOFTWARE.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

“SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent *mls*

DATE: October 4, 2012

RE: “Sole Source Declaration” R.S. Means Co. LLC

Hidalgo County continually utilizes awarded Job Order Contractors (JOC's) for building renovations and additions projects thru County's participation with State and Co-op Purchasing programs. All JOC contractors provide their proposals based on the RS Means price book as required by the different State and Co-op contracts.

The JOC Works software which is designed and produced by R.S. Means Co. LLC will be a useful tool for the County Purchasing Department in the price verification of the different JOC's proposals thus expediting completion and accuracy of the procurement process.

Therefore, the Hidalgo County Purchasing Department requires the purchase of the JOC Works software license from R.S. Means Co. LLC.

This sole source declaration is valid while R.S. Means Co. LLC remains as sole source unless revoked due to an additional source for any similar software described and detailed herein for other Departments, Programs or Agencies.

AI-34572

Closed Session 23. C.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of the Heirs and Estate of Oscar R. Gonzalez, deceased

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:22 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 03:20 PM
	Final Approval Date: 10/05/2012	

AI-34570

Closed Session 23. D.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hidalgo County against Dairyland County Mutual, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:17 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 03:13 PM
	Final Approval Date: 10/05/2012	

AI-34548

Closed Session 23. E.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Cazares

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 10:53 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Aida Alvarez		Started On: 10/03/2012 10:22 AM
	Final Approval Date: 10/05/2012	

AI-34536

Closed Session 23. F.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hilario Robledo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/02/2012 03:00 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/02/2012 12:48 PM
	Final Approval Date: 10/05/2012	

AI-34550

Closed Session 23. G.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victor Perez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 10:53 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Aida Alvarez		Started On: 10/03/2012 10:28 AM
	Final Approval Date: 10/05/2012	

AI-34560

Closed Session 23. H.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gregorio Rubalcava

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 02:30 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Aida Alvarez		Started On: 10/03/2012 02:16 PM
	Final Approval Date: 10/05/2012	

AI-34534

Closed Session 23. I.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Balderas, Macarena & Gonzalez, San Juanita v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/02/2012 03:00 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/02/2012 12:18 PM
	Final Approval Date: 10/05/2012	

AI-34568

Closed Session 23. J.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2680-12-F; Irasema Gonzalez, et al v. Hidalgo County and Hidalgo County Pct. #4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:17 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 03:10 PM
	Final Approval Date: 10/05/2012	

AI-34625

Closed Session 23. K.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Alcocer Garcia Associates

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 11:41 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/05/2012 11:39 AM
	Final Approval Date: 10/05/2012	

AI-34622

Closed Session 23. L.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Guerra Construction

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 10:54 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/05/2012
	Final Approval Date: 10/05/2012	

AI-34573

Open Session 24. C.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of the Heirs and Estate of Oscar R. Gonzalez, deceased

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:22 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 03:21 PM
	Final Approval Date: 10/05/2012	

AI-34571

Open Session 24. D.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hidalgo County against Dairyland County Mutual, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:17 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 03:16 PM
	Final Approval Date: 10/05/2012	

AI-34549

Open Session 24. E.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria Cazares

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 10:53 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Aida Alvarez		Started On: 10/03/2012 10:23 AM
	Final Approval Date: 10/05/2012	

AI-34537

Open Session 24. F.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hilario Robledo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/02/2012 03:00 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/02/2012 12:49 PM
	Final Approval Date: 10/05/2012	

AI-34551

Open Session 24. G.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Victor Perez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 10:53 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Aida Alvarez		Started On: 10/03/2012 10:30 AM
	Final Approval Date: 10/05/2012	

AI-34562

Open Session 24. H.

CC REGULAR

Meeting Date: 10/09/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gregorio Rubalcava

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 02:30 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Aida Alvarez		Started On: 10/03/2012 02:20 PM
	Final Approval Date: 10/05/2012	

AI-34535

Open Session 24. I.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Balderas, Macarena & Gonzalez, San Juanita v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/02/2012 03:00 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/02/2012 12:19 PM
	Final Approval Date: 10/05/2012	

AI-34569

Open Session 24. J.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2680-12-F; Irasema Gonzalez, et al v. Hidalgo County and Hidalgo County Pct. #4

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/03/2012 03:17 PM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/03/2012 03:11 PM
	Final Approval Date: 10/05/2012	

AI-34626

Open Session 24. K.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Alcocer Garcia Associates

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 11:41 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/05/2012 11:40 AM
	Final Approval Date: 10/05/2012	

AI-34623

Open Session 24. L.

CC REGULAR

Meeting Date: 10/09/2012

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Guerra Construction

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/05/2012 10:54 AM
Purchasing Department	Angela Garcia	10/05/2012 12:59 PM
Form Started By: Monica Badillo		Started On: 10/05/2012
	Final Approval Date: 10/05/2012	