



Texas General Land Office
Legal Services Division – MC 158
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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
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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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